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BOARD OF SUPERVISORS

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July 27, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REPLACEMENT AGREEMENT WITH HLN CONSULTING, LLC, FOR PUBLIC HEALTH
PREPAREDNESS AND RESPONSE FOR BIOTERRORISM**
(All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE [] APPROVE WITH MODIFICATIONS
[] DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Acting Director of Public Health, or his designee, to sign a replacement agreement with HLN Consulting, LLC (HLN), substantially similar to Exhibit I, with a maximum County obligation of \$975,610, 100% offset by the Centers for Disease Control and Prevention (CDC) Award No. U90/CCU917012-06, effective August 30, 2006 through August 29, 2007, to include information technology provisions and to provide additional critical bioterrorism response software application enhancements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the replacement agreement will allow the Department of Public Health (Department or DPH) to continue to support the implementation of additional software application enhancements to the Strategic National Stockpile (SNS) Inventory Management System and Los Angeles Immunization Network (LINK) Immunization Registry Bioterrorism (BT) Response module and to complete the development of a Point of Dispensing (POD) facility profile, to support mass vaccination/mass prophylaxis events and support the integration of relevant systems into the Los Angeles County Bioterrorism-Public Health Information Network architecture. Finally, this agreement will allow DPH to conduct an initial assessment of compliance with the CDC Countermeasure and Response Administration requirements and support development of a warehouse systems operations plan.

FISCAL IMPACT/FINANCING:

The replacement agreement with HLN, with a total maximum County obligation of \$975,610, is 100% offset by CDC Award No. U90/CCU917012-06, effective August 30, 2006 through August 29, 2007. There is no net County cost associated with this recommendation.

Funding is included in the Fiscal Year 2006-07 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 20, 2003, the Board approved the initial sole source agreement (Contract No. H-300184) with HLN through August 30, 2004 to develop bioterrorism response capability for the LINK system in the amount of \$345,000, 100% offset by CDC funds.

On August 26, 2003, the Board approved Amendment No. 1 which increased the maximum obligation by \$415,800, 100% offset by CDC funds with a 12-month automatic renewal through August 30, 2005, to design and develop a data management system prototype for Los Angeles County to support the receipt, staging and storage of material and equipment from SNS, as well as evaluate other possible enhancements to the LINK and key technologies to support mass vaccination/mass prophylaxis operations.

On August 17, 2004, the Board approved Amendment No. 2 which increased the maximum obligation by \$1,658,437, 100% offset by CDC funds with a 12-month automatic renewal through August 30, 2006, to further enhance the web-based LINK registry and manage the SNS vaccination and immunization inventory system. Due to time delays associated with the acquisition of a commercial off-the-shelf inventory management system, an administrative letter was initiated September 29, 2005 to reduce Amendment No. 2 by \$528,577, for a reduction of the total maximum obligation from \$2,419,237 to \$1,890,660.

Recently, the Chief Information Office recommended that the Department initiate a renewal agreement with the contractor to include information technology provisions in the agreement and to identify tasks and deliverables, develop a system testing and acceptance process and an escalating dispute resolution procedure.

The replacement agreement will provide the County with the following tasks and deliverables: enhance the software application, programming, integrating, testing and functionality to the LINK Immunization Registry Bioterrorism Response module and the SNS Inventory Management System to meet new CDC Countermeasure and Response Administration requirements and upgrade application security and usability for the Public Health Information Network architecture (PHIN). The Contractor will continue to support the LINK-BT module to address routine operations and to develop warehouse operations to support and guide the inventory tracking contingency plan. The Contractor will develop, implement and deploy the POD Facility Profile to support the POD selection for emergency response and the Patient Matching module to support rapid identification of patients during mass vaccination/mass prophylaxis events.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

The Chief Information Officer concurs with the Department's recommendation.

CONTRACTING PROCESS:

HLN was awarded a sole source agreement based on their development and sole support for the State of California Automated Immunization Registry as an integrated inventory tracking system for SNS.

The sole source justification letter is on file with the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this renewal agreement will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism.

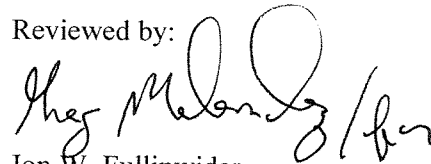
When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Jonathan E. Fielding, M.D., M.P.H.
Acting Director and Health Officer

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

JEF:kke

HLN Replacement Agreement.ke.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT
(HLN Consulting, LLC)

1. TYPE OF SERVICE:

HLN Consulting, LLC is being contracted to continue to develop the Immunization Program registry as an integrated inventory tracking system that will provide functionality for Strategic National Stockpile and Los Angeles Immunization Network Registry Bioterrorism Response module.

2. TERM OF AGREEMENT:

Effective August 30, 2006 through August 29 2007.

3. AGENCY ADDRESS AND CONTACT PERSON:

HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129
Attention: Dr. Noam H. Arzt, President
Telephone: (858) 538-2229
Facsimile: (858) 538-2209

4. FINANCIAL INFORMATION:

The replacement agreement with HLN for a total maximum County obligation of \$975,610 is 100% offset by CDC Award No. U90/CCU917012-06.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING:

John Schunhoff, PhD, Acting Deputy Director, Department of Public Health
John Talarico, DO, MPH, Acting Director, Public Health Preparedness and Response for Bioterrorism

7. APPROVALS:

Public Health:	Jonathan E. Fielding, MD, MPH, Acting Director and Health Officer
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to use):	Robert E. Ragland, Senior Deputy

CIO ANALYSIS

AMENDMENT WITH HLN CONSULTING, LLC. FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM (All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs _____

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Jonathan E. Fielding, M.D., M.P.H.

Budget Information :

Y-T-D Contract Expenditures	\$
Requested Contract Amount	\$975,610
Aggregate Contract Amount	\$975,610

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% of the project cost is funded through a Centers for Disease Control and Prevention (CDC) Grant.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This is a consulting agreement with HLN Consulting, LLC (HLN) to provide technical resources to upgrade and migrate the Los Angeles Immunization Network (LINK) System to a new platform. The Agreement also requires HLN to develop additional enhancements and assist with the maintenance of the LINK System; provide implementation support and procedure development for the deployment and use of the Strategic National Stockpile (SNS) Inventory Management System; provide technical resources to develop standards-based interfaces to Public Health systems; and consulting services for project management and planning services, development of written processes and procedures for the management of the SNS; and provide an assessment of the County Countermeasure Response Administration needs.

Background:

The County of Los Angeles Department of Public Health (PDH) is part of the nation's Bio-terrorism Public Health information Network. In 2003, your Board approved the acceptance of the first CDC award to develop a Los Angeles County bioterrorism response capability. In May 2003, your Board approved the first sole source contract with HLN to assist in the development of a bioterrorism response capability for LINK. In August 2003, your Board approved the first of two amendments to the HLN agreement. Your Board approved Amendment No. 2 in August 2004 with an increased contract maximum of \$2,419,237 and the term of the Agreement, including an automatic 12-month extension, was revised to August 30, 2006. The contract maximum was subsequently reduced by \$528,577 to \$1,890,660 because of delays in the acquisition of commercial third party inventory software required to support the implementation Strategic National Stockpile.

The Chief Information Office recommended that Public Health establish a new agreement that incorporated provisions that defined the consultant's obligations in formal tasks and deliverables, delineated a system test and acceptance test process and documented both the federal requirements under the CDC grant and local County requirements.

Project Justification/Benefits:

This agreement retains the consultant that has worked with the County Public Health Program to define and develop its bioterrorism response capability. The contractor has specific knowledge of the applications that are the backbone of the County's response capability. Their continued engagement will reduce the time and cost of the upgrades, enhancements and technical development required by this agreement.

Project Metrics

The Agreement is structured to include a project schedule, specific tasks and deliverables and the payment schedule is coordinated to both the deliverables and project schedule and capped for not-to-exceed phases of the project.

The DPH will be entering and tracking this project in the Information Technology Tracking System (ITTS).

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

If this agreement is not approved, it will impact DPH's ability to complete the necessary systems and process development to fully implement all the required components of the Los Angeles Immunization Network, and the Los Angeles component of the Strategic National Stockpile of pharmaceuticals and their inventory management. Failure to comply with the requirement of the CDC award will also result in the loss of these funds.

Alternatives Considered:

Because of this consultant's involvement in the development of the applications and processes to date, there is not a satisfactory alternative to their continuing to provide the required development covered by this agreement.

Project Risks:

The experience with this contractor through the previous agreement and quality and timeliness of their work minimize any risk under this agreement.

Risk Mitigation Measures:

This project and agreement will be tracked in the ITTS. This will provide visibility to the project staff department management and our offices.

Financial Analysis:

This agreement obligates the County for \$975,610. The entire amount is offset by the CDC award, U90/CCU917012-06, which is available August 30, 2006 through August 29, 2007 for additional critical bioterrorism response software application upgrades and enhancement.

CIO Concerns:

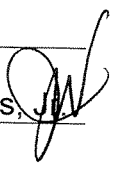
None.

CIO Recommendations:

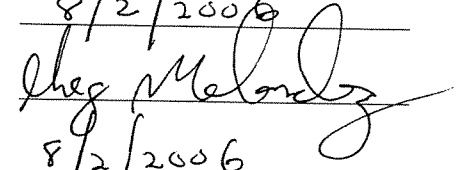
Based on our review of the Agreement and the Board letter, we recommend your Board's approval of the requested actions and authorize the Acting Director and Health Officer of Public Health to execute this agreement.

CIO APPROVAL

Date Received: 07-17-2006

Prepared by: Jonathan E. Williams, 

Date: 8/2/2006

Approved: 

Date: 8/2/2006



REPLACEMENT AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND**

**HLN CONSULTING, LLC
FOR
PUBLIC HEALTH PREPAREDNESS AND
RESPONSE TO BIOTERRORISM**

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EXHIBITS:

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EXHIBIT A.1	SYSTEM TESTING AND VALIDATION	
EXHIBIT A.2	CDC PHIN CRA REQUIREMENTS	
EXHIBIT A.3	DISPUTE RESOLUTION PROCEDURES	
EXHIBIT A.4	ADDITIONAL TECHNICAL REQUIREMENTS	
EXHIBIT B	SCHEDULE OF DELIVERABLES AND PAYMENTS	
EXHIBIT B.1	CHANGE NOTICE REQUEST	
EXHIBIT B.2	INVOICE DISCREPANCY REPORT	
EXHIBIT C	SCHEDULE OF SYSTEM SUPPORT AND PROFESSIONAL SERVICES	
EXHIBIT D	PROJECT SCHEDULE	
EXHIBIT E	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT	
EXHIBIT F	IRS NOTICE 1015	
EXHIBIT G	SAFELY SURRENDERED BABY LAW	
EXHIBIT H	CONTRACTOR'S EEO CERTIFICATION	
EXHIBIT I	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	
EXHIBIT J	CERTAIN SUBCONTRACT PROVISIONS	

THIS AGREEMENT (together with the preamble, recitals and Exhibits hereto, hereafter "Agreement") is made and entered into this ___ day of _____, 2006, by and between the County of Los Angeles (hereafter "County") and HLN Consulting, LLC. (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter "DPH"), a comprehensive healthcare system for County's population; and

WHEREAS, pursuant to that certain Consultant Services Agreement, County Contract No. H300184, dated May 20, 2003 (as amended from time to time, hereafter "Existing Agreement"), between County and Contractor, Contractor provided certain programming, maintenance, support and/or other consulting services in respect of the Los Angeles-Orange Immunization Network web-based registry (hereafter "LINK") and/or the Strategic National Stockpile (hereafter "SNS") vaccination and immunization inventory system (hereafter "SNS-IMS");

WHEREAS, the LINK and SNS-IMS are data management system prototypes for County to support the receipt, staging and storage of material and equipment from SNS and support vaccination/mass prophylaxis operations for LINK; and

WHEREAS, pursuant to this Agreement, Contractor will provide additional critical programming, maintenance, support and/or other consulting services to enhance the LINK and to manage the SNS-IMS; and

WHEREAS, Contractor has significant expertise and background in these aforementioned areas;

WHEREAS, County and Contractor desire that this Agreement replace the Existing Agreement, except as expressly stated herein.

NOW, THEREFORE, Contractor and County hereby agree as follows:

1. APPLICABLE DOCUMENTS AND DEFINITIONS:

1.1 Interpretation:

Exhibits A, A.1, A.2, A.3, A.4, B, B.1, B.2 C, D, E, F, G, H, I and J are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Tasks, Subtasks, Deliverables, goods, services or other Work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first

to the body of this Agreement and then to the Exhibits according to the following priority:

EXHIBIT A	STATEMENT OF WORK
EXHIBIT A.1	SYSTEM TESTING AND VALIDATION
EXHIBIT A.2	CDC PHIN CRA REQUIREMENTS
EXHIBIT A.3	DISPUTE RESOLUTION AND ESCALATION PROCEDURES
EXHIBIT A.4	ADDITIONAL TECHNICAL REQUIREMENTS
EXHIBIT B	SCHEDULE OF DELIVERABLES AND PAYMENTS
EXHIBIT B.1	CHANGE NOTICE REQUEST
EXHIBIT B.2	INVOICE DISCREPANCY REPORT
EXHIBIT C	SCHEDULE OF SYSTEM SUPPORT AND PROFESSIONAL SERVICES
EXHIBIT D	PROJECT SCHEDULE
EXHIBIT E	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT F	IRS NOTICE 1015
EXHIBIT G	SAFELY SURRENDERED BABY LAW
EXHIBIT H	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT I	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
EXHIBIT J	CERTAIN SUBCONTRACT PROVISIONS

1.2 Entire Agreement:

Prior to the date hereof, County acquired from Contractor certain of the County Materials (as defined below) (referred to herein as "Existing County Materials") and related programming, support, maintenance and/or other consulting services pursuant to the Existing Agreement. As of the Effective Date, the Existing County Materials, including, without limitation, County's ownership thereof, are governed by the terms and conditions of this Agreement, except to the extent that the terms and conditions of the Existing Agreement expressly survive the expiration or termination thereof. Except to the extent expressly provided for in this Subparagraph 1.2, the body of this Agreement, together with the preamble, recitals and Exhibits, shall constitute the complete and exclusive statement of understanding between the parties and shall supersede all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.3 Definitions:

Capitalized terms defined throughout this Agreement (including, without limitation, in the preamble, recitals and Exhibits hereto) are used herein as

so defined. Without limiting the foregoing, the following capitalized terms as used herein have the following meanings.

"Business Day(s)" and "business day(s)" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. (Pacific Time), including holidays.

"CAIR" shall mean California Automated Immunization Registry

"CDC" shall mean Centers for Disease Control and Prevention.

"Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Subparagraph 8.1 (General).

"Contractor" shall have the meaning specified in the preamble hereto.

"Contractor's Project Director" shall have the meaning specified in Subparagraph 3.1 (Contractor's Project Director).

"Contractor's Project Manager" shall have the meaning specified in Subparagraph 3.2 (Contractor's Project Manager).

"CRA" shall mean Countermeasure Response and Administration

"County" shall have the meaning specified in the preamble hereto.

"County Facility" shall mean any one (1), and the term "County Facilities" shall mean any two (2) or more, of the following; providers in the private and public Los Angeles County Organizations (LACO) facilities.

"County Materials" shall mean all Software, Hardware, materials, requirements, criteria, specifications, plans, reports, manuals, documentation, departmental procedures and processes, data, information, Tasks, Deliverables, goods, services and other Work developed and/or otherwise provided by or on behalf of Contractor under the Existing Agreement and/or this Agreement with, or for delivery to, County, together with all copyrights, patent rights, trade secret rights and other proprietary rights therein.

"County's Project Director" shall have the meaning specified in Subparagraph 2.1 (County's Project Director).

"County's Project Manager" shall have the meaning specified in Subparagraph 2.2 (County's Project Manager).

"Custom Modifications" terms shall mean all software modifications and related documentation which County may request and Contractor may agree (such agreement not to be unreasonably withheld) to provide at any time. Certain CP Modifications are identified as "CP" and County may elect to require Contractor to provide these CP Modifications at any time. Certain other modifications defined herein as CP Modifications were provided by Contractor under County Agreement and were referred to therein, and may be referred to in certain Exhibits to this Agreement.

"Day(s)" and "day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.

"Deficiency" and "Deficiencies" shall mean a failure of a product to operate in accordance with Specifications or have the meaning as set forth in Subparagraph 11.1 (Deficiencies).

"Deliverable(s)" and "deliverable(s)" shall mean the item or service provided by Contractor under this Agreement, including, without limitation, those identified as a numbered Deliverable in Exhibit A (Statement of Work).

"Director" shall mean the Director of DPH or his authorized designee.

"Documentation", the term shall mean any and all written materials, including user manuals, quick- reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the Software or that are required to be provided by Contractor under this Agreement.

"DPH" shall mean County's Department of Public Health.

"Effective Date" shall mean the date of approval of this Agreement by County's Board of Supervisors and execution by the Director and Contractor.

"Existing Hardware" shall mean all hardware provided by Contractor to County pursuant to the Existing Agreement.

"Existing Software" shall mean all software, including source code and Documentation, provided by Contractor to County pursuant to the Existing Agreement. Existing Software includes, without limitation, all Interfaces, Custom Modifications, Updates and Upgrades under the Existing Agreement.

"Final Acceptance" shall mean, with respect to each County Facility, County's written approval of the Work associated with any Tasks, Subtasks, Deliverables, goods and services provided by the Contractor under this Agreement as described in Exhibit A (Statement of Work) for such County Facility, in accordance with Subparagraph 2.4 (Approval of Work).

"Hardware" all Existing Hardware and all additional hardware provided by Contractor to County under this Agreement, as specified in Exhibit C (Schedule of System Support and Professional Services). References to Hardware may include one or more components thereof or all Hardware.

"Health Level 7" or (HL7), the term shall mean a messaging standard.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996), together with the rules and regulations from time to time promulgated thereunder, including the Privacy Regulations.

"Interfaces" shall mean the software and/or hardware used to transfer data or commands between the LINK and SNS-IMS and other County information systems.

"ISD" shall mean the County's Internal Services Department.

"LINK" shall have the meaning specified in the recitals hereto.

"Phase(s)", the term shall mean one or more Phases of implementation for Application Software modules as described in Exhibit A (Statement of Work) and Exhibit E (Project Schedule).

"Phased System Acceptance Test", the term shall mean the Acceptance Test conducted separately.

"PHIN", the term shall mean the Public Health Information Network.

"POD", the term shall mean Point of Dispensing locations.

"Pool Dollars" has the meaning set forth in Paragraph 8.5 (Pool Dollars).

"Production Use", the term shall mean the actual use of the System to perform County's applicable normal business operations.

"Project Control Document" has the meaning given to the defined term "PCD" in Exhibit A, Statement of Work.

"Requirements", the term shall mean the functional, technical and business requirements for the Software and other Work provided hereunder, including, without limitation, those described in the Existing Agreement, as attached to Exhibit A (Statement of Work) (including, without limitation, Exhibit A.2 (CDC Public Health Information Network (PHIN) CRA Requirements)) or otherwise developed pursuant to this Agreement.

"RSS", the term shall mean the Receipt, Storage, and Staging warehouse or facility for Strategic National Stockpile operations.

"SNS", shall have the meaning specified in the recitals hereto.

"SNS-IMS", shall have the meaning specified in the recitals hereto.

"Software", the term shall mean all Existing Software and all additional software, including source code and Documentation, provided by Contractor under this Agreement, as specified in Exhibit C (Schedule of System Support and Professional Services). Software includes, without limitation, Custom Modifications, Interfaces, Updates and Upgrades. Reference to Software may include one or more components thereof or all Software.

"Specifications", the term shall mean any or all of the following: (a) a detailed and exact statement of particulars describing materials, dimensions, Requirements and workmanship of the Hardware and Software, (b) all manufacturer's specifications and updates thereof denominated as such by respective manufacturer, (c) all written or electronic materials furnished by or through Contractor regarding Hardware and Software, and (d) any or all Hardware and Software performance requirements and standards set forth in this Agreement. Specifications include, without limitation, those set forth in the Documentation.

"State" shall refer to the State of California.

"Subcontractor" shall mean any person or entity, other than Contractor or Contractor's employees, performing all or any portion of any task, subtask, deliverable, good, service or other work under this Agreement on behalf of Contractor.

"Support Fees" shall mean the monthly fees payable by County to Contractor in accordance with the terms hereof in exchange for Contractor's performance of Support Services in accordance with the terms hereof.

"Support Services" shall mean Contractor's maintenance and support services in respect of the Software, LINK and SNS-IMS, as further described in this Agreement, including, without limitation, Exhibit C (Schedule of System Support and Professional Services).

"System", the term shall mean all Hardware, Software, and services described in this Agreement and as otherwise agreed to by County and Contractor. Reference to the System may include one or more components or modules thereof or the entire System.

"System Acceptance Test", the term shall mean all tests to be performed by County, with Contractor's active participation in accordance with the test plans developed pursuant to Deliverables in Exhibit A (Statement of Work). These tests include testing required functionality, reliability and systems overall performance.

"Subtask(s) and subtask(s)", the terms shall mean one or more of the areas of Work to be performed under this Agreement, including, without limitation, those identified as a numbered Subtask in Exhibit A (Statement of Work).

"Task(s) and task(s)", the terms shall mean one or more of the areas of Work to be performed under this Agreement, including, without limitation, those identified as a numbered Task in Exhibit A (Statement of Work).

"Tax" and "Taxes", the terms shall mean governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. Software also includes any and all Updates, Custom Modifications, extensions, and components provided from time to time to any of the foregoing.

"Third Party Products", the term have the meaning specified in Paragraph 13 (Minimum System Requirements).

"Update" shall mean a new version of a product that includes corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current release of the product.

"Upgrade" shall mean a new version of a product that includes substantive features or functions not performed by the prior release of the product.

"User(s)" and "user(s)" shall mean any one or more of the persons or organizations, which are authorized by County to access system.

"Work", the term shall mean any and all Tasks, Subtasks, Deliverables, Customizations, Custom Modifications, goods, Professional Services, and other services performed by or on behalf of Contractor in order to develop and deliver to County the equipment and other devices, including the Work required pursuant to this Agreement, Statement of Work, and all the Exhibits, Change Notices, and Amendments hereto.

"Working Day(s)", the term shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, seven days a week, including County-observed holidays.

2. ADMINISTRATION OF AGREEMENT - COUNTY:

2.1 County's Project Director:

2.1.1 County's Project Director for this Agreement shall be the following person or his designee:

David Cardenas
Public Health Information Systems
5555 Ferguson Dr., Suite 100-04
Commerce, CA 90022

2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.4 Except as expressly provided in this Agreement, County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5 County's Project Director will have the right at all times to inspect any and all Tasks, Subtasks, Deliverables, goods, services or other Work provided by or on behalf of Contractor.

2.2 County's Project Manager:

2.2.1 County's Project Managers for this Agreement shall be the following persons or his/her designee:

Link Project Manager (for Part I)
Immunization Program
3530 Wilshire Boulevard, Suite 700
Los Angeles, California 90010

Glen Tao (for Part II)
Bioterrorism Preparedness and Response Program
10430 Slusher Drive
Santa Fe Springs, CA 90670

- 2.2.2 County will notify Contractor in writing of any change in the name or address of County's Project Managers.
 - 2.2.3 County's Project Managers will be responsible for ensuring that the technical standards and requirements of this Agreement are met.
 - 2.2.4 County's Project Managers will interface with Contractor's Project Manager on a regular basis.
 - 2.2.5 Except as expressly provided in this Agreement, County's Project Managers are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.
 - 2.2.6 County's Project Managers will advise County's Project Director as to Contractor's performance in areas relating to requirements and technical standards.
- 2.3 County Personnel:
All County personnel shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Agreement.
- 2.4 Approval of Work:
All Tasks, Deliverables, goods, services and other Work provided by Contractor must have the written approval of the appropriate County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

2.5 Approval of Invoices:

All invoices submitted by Contractor for payment must have the written approval of County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

3. ADMINISTRATION OF AGREEMENT - CONTRACTOR:

3.1 Contractor's Project Director:

- 3.1.1 Contractor's Project Director shall be the following person, who shall be a full-time employee of Contractor:

Noam Arzt, PhD
HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129

- 3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 3.1.3 Contractor's Project Director shall be available to meet and confer with County's Project Director no less frequently than monthly in person or by telephone, to review Contractor's performance of this Agreement.

3.2 Contractor's Project Manager:

- 3.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Daryl Chertcoff
HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129

- 3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

- 3.2.3 Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis and with the County's Project Director, as necessary.

3.3 Contractor's Staff:

3.3.1 Contractor staff shall meet and confer with County's Project Managers as agreed by both Contractor's Project Manager and County's Project Managers.

3.3.2 Contractor shall be responsible for managing, evaluating and training the County's staff.

3.4 Approval of Contractor's Staff:

County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Manager and Contractor's staff prior to, and during, their performing any Work hereunder, as well as approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform Work hereunder, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Manager, Contractor's staff and proposed substitute, and an opportunity to interview such person prior to his performing any Work hereunder.

Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Agreement, Contractor shall utilize and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks and Subtasks required by this Agreement.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner including, without limitation, as required to fulfill all requirements of this Agreement.

In the event Contractor should ever need to remove any staff from performing Work under this Agreement, Contractor shall provide County with written notice at least fifteen (15) Days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

4. WORK:

4.1 General:

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete and deliver on time all Tasks, Subtasks, Deliverables, goods, services and other Work as set forth in this Agreement, including, without limitation, in Exhibit A (Statement of Work).

4.2 Unapproved Work:

If Contractor provides any Tasks, Subtasks, Deliverables, goods, services or other Work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County.

4.3 Right To Reject:

County reserves the right to reject any Tasks, Subtasks, Deliverables, goods, services and/or other Work not approved by County pursuant to Subparagraph 2.4 (Approval of Work) or other provisions of this Agreement.

5. TERM:

The term of this Agreement shall commence August 30, 2006 and shall continue in full force through August 29, 2007. This Agreement may be extended for an additional 12 months, contingent on funding, with the written approval by the Director and subject to review and approval by Chief Administrative Office, Chief Information Office, County Counsel, and notification to the Board of Supervisors. An extension option may be exercised by Director, by giving written notice to Contractor by April 30, 2007, prior to the then-current Agreement expiration date.

This Agreement, including any extended term, may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days' written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty (30) day written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

6. NON EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

7. CHANGE NOTICES AND AMENDMENTS:

- 7.1 County reserves the right to change any portion of the Work required under this Agreement and any other provisions of this Agreement. Except as expressly provided under Paragraph 75 (Funding/Services Adjustments and Reallocations), all such changes shall be accomplished only as provided in this Paragraph.
- 7.2 For any change requested by County which (a) utilizes Pool Dollars and/or (b) does not affect the scope of Work, payments, or any term or condition included in this Agreement, a "Change Notice" shall be prepared and executed by County's Project Director and Contractor's Project Manager.
- 7.3 For any change requested by County, which affects the scope of Work, payments, or any term or condition included in this Agreement, a negotiated "Amendment" to this Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor.

8. CONTRACT SUM:

8.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services and other Work requested and specified under this Agreement. All Work completed by Contractor must be approved in writing by County. If County does not approve Work in writing, no payment shall be due to Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Nine Hundred Seventy-Five Thousand and Six Hundred Ten dollars (\$975,610) for the term of this Agreement.

Notwithstanding any other provision of this Subparagraph, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

8.2 County's Obligation in Future Fiscal Years:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of August 29, 2007 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.3 Pool Dollars. Exhibit B (Schedule of Payments) includes the aggregate pool dollars available for Change Notices or for the purchase by County of Professional Services in accordance with Subparagraph 11.2 (Professional Services) (collectively, "Pool Dollars"). Contractor acknowledges that, as of the Effective Date, no Change Notices have been executed and no Professional Services have been requested by County.

8.4 Taxes. The amounts set forth on Exhibit B (Schedule of Payments) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all Software and other Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as expressly set forth on Exhibits B (Schedule of Payments). Contractor will be solely liable and responsible for, and shall pay such Tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such Taxes.

8.5 Transportation Charges. The amounts set forth on Exhibit B (Schedule of Payments) include all amounts necessary for County to reimburse Contractor for all applicable transportation charges on all Software and other Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any transportation charges associated with such procurement except as expressly set forth on Exhibits B (Schedule of Payments). Contractor will be solely liable and responsible for, and shall pay such transportation charges directly to the applicable carriers.

9. INVOICES AND PAYMENTS:

9.1 Invoices:

Contractor shall invoice County monthly, in the arrears, for all Tasks, Subtasks, Deliverables, goods, services and other Work, which are specified in Exhibit A (Statement of Work) and which are provided by Contractor and approved in writing by County in accordance with Subparagraph 2.4 (Approval of Work). Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. All invoices shall be subject to County's written approval pursuant to Subparagraph 2.5 (Approval of Invoices). Contractor's payments shall be as provided in Exhibit B (Schedule of Payments). All invoices under this Agreement shall be submitted to County's Project Manager. Each invoice submitted by Contractor shall:

- A. Indicate the Tasks, Subtasks, Deliverables, goods, services or other Work as described in Exhibit A (Statement of Work) for which payment is claimed and attach evidence of County's approval of such Tasks, Subtasks, Deliverables, goods, services or other Work pursuant to Subparagraph 2.4 (Approval of Work).
- B. Indicate the date of written approval of the Tasks, Subtasks, Deliverables, goods, services or other Work by County's Project Director.
- C. Indicate the cumulative amount of Pool Dollars charged to County to date and the remaining Pool Dollars available for use in connection with this Agreement generally.
- D. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits for any liquidated damages assessed in accordance with Paragraph 20, Fair Labor Standards (Liquidated Damages) should be provided.

9.2 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

9.3 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful

completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except with regard to Support Services, no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.

- 9.4 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), a form of which is attached hereto as Exhibit B.2 (Invoice Discrepancy Report), to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10. DEFICIENCIES:

- 10.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, installation or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error (other than a defect, error, omission or deviation to the equipment or devices caused by County's modification), including the provision of negligent workmanship, which results in equipment or devices, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit A (Statement of Work) and Specifications, as determined by County Project Director, in County Project Director's sole discretion.
- 10.2 Corrective Measures. County Project Director shall notify Contractor Project Director of any Deficiency in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the timelines set forth in Exhibit C (Schedule of System Support) and Exhibit A.3 (Dispute Resolution and Escalation Procedures). Contractor acknowledges that, as part of Support Services provided to County, Contractor may be required to repair, replace, or reinstall all or any part of the equipment or devices, [or may be responsible for the replacement cost of the equipment or

devices if purchased by County principally to enable use of the Software], or other material, or create an Update, in order to remedy a Deficiency.

- 10.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 2.4 (Approval of Work).

11. SUPPORT AND PROFESSIONAL SERVICES:

- 11.1 Support Services. County is not required, but desires to acquire Support Services from Contractor. Accordingly, in exchange for County's payment of the monthly Support Fees in accordance with this Agreement, Contractor shall provide Support Services to County for the Software, LINK and SNS-IMS in accordance with this Agreement, including, without limitation, Exhibit A (Statement of Work) and Exhibit C (Schedule of System Support and Professional Services). System Support Services shall include (a) correction of any and all Deficiencies to System enhancements or modifications, and (b) provision of Updates and Upgrades, and shall commence upon the August 30, 2006 and continue for the term of this Agreement, unless sooner terminated by County's Project Director pursuant to this Agreement. Support Fees payable in accordance with this Agreement, including, without limitation, Paragraph 9 (Invoices and Payments), Exhibit B (Schedule of Deliverables and Payments) and Exhibit C (Schedule of System Support and Professional Services).

11.2 Professional Services.

- 11.2.1 Subject to Paragraph 7 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the term of this Agreement, Contractor shall provide to County "Professional Services," such as (a) customizations, programming, enhancements, modifications, and/or Interfaces to the Software, LINK and/or SNS-IMS, in each case, that create new functionality not provided by Contractor and not anticipated for any pending or future Update or Upgrade, or (b) customizations, programming, enhancements, modifications, and/or Interfaces not required of Contractor in order to deliver the equipment or devices or included as part of Support Services (such custom programming is collectively referred to as "Custom Modifications"). Professional Services may also include additional Contractor staff support beyond the amount provided under Exhibit A (Statement of Work) during implementation or installation, and additional training beyond what is provided in Exhibit A (Statement

of Work). Professional Services shall utilize available Pool Dollars under the Agreement, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Professional Services, nor shall Contractor be required to perform any Professional Services for which there are no Pool Dollars available to pay Contractor for such Professional Services.

11.2.2 Upon County's request for Professional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Notice containing all the information requested under Paragraph 7 (Change Notices and Amendments). Approval of the Change Notice and of the Work to be performed thereunder, shall be in accordance with Paragraph 7 (Change Notices and Amendments).

11.2.3 Upon completion, delivery, installation and acceptance by County of equipment or devices, such as, Custom Modifications shall become part of and be included in the Software.

12. INTENTIONALLY OMITTED

13. MINIMUM SOFTWARE REQUIREMENTS:

Exhibit A.4 (Additional Technical Requirements) sets forth minimum requirements for the System, and other third party hardware and software ("Third Party Products") that are Compatible with the System, in order for the System to be Compatible (as defined below) with the LINK, SNS-IMS, or other relevant components of the Los Angeles County PHIN infrastructure, including any Custom Modifications, Upgrades and Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the System. Exhibit A.4 (Additional Technical Requirements) specifies version Compatibility and provides Specifications for installation of System and Third Party Products in order to achieve Compatibility with the LINK, SNS-IMS, or other relevant components of the Los Angeles County PHIN infrastructure. Contractor may request to inspect County's installation of Third Party Products, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 11 (Support and Professional Services). As used in this Agreement, "Compatible" or "Compatibility" means that the applicable Hardware, Software and Third Party Products are capable of supporting, operating, and otherwise performing all anticipated functions of such Hardware, Software or Third Party Products, as the case may be, when used in conjunction with the System, including any Custom Modifications, Updates and Upgrades thereto.

13. PRODUCTION USE:

Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the Software and Hardware, without any additional cost to County where County determines that it is necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Final Acceptance.

14. CONTRACTOR'S OFFICES:

Contractor's business offices are located at 7072 Santa Fe Canyon Place, San Diego, California 92129. Contractor shall notify County of any change in its business address at least ten (10) Calendar days prior to the effective date thereof.

16. OWNERSHIP OF HARDWARE, SOFTWARE AND SOFTWARE LICENSE TO COUNTY:

16.1 Ownership of the Software:

Without limiting Paragraph 30 (Proprietary Considerations), as between County and Contractor, County is the sole owner of all rights, title and interest in and to the Software, including, without limitation, all copyrights and patent rights therein, and Hardware. Contractor hereby transfers all of its right, title and interest in and to such Software, including, without limitation, all copyrights and patent rights, and Hardware.

16.2 Survival:

All the rights and obligations of this Paragraph shall survive the expiration or termination of this Agreement.

17. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Software or the operation and utilization thereof or of Contractor's other Work under this Agreement (hereafter any of the foregoing referred to as, an "Infringement Claim"). Contractor shall have no obligation to

County under this Paragraph if any Infringement Claim is caused by use by County of the Software other than in accordance with the Specifications and other applicable Documentation, as determined by County's Project Director. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law and this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of the Software, or any part thereof, is, or is likely to become, the subject of any Infringement Claim that might preclude or impair County's use of the Software (e.g., injunctive relief), or that County's continued use of the Software may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give written notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the Software to the same extent of County's license under this Agreement, or (2) modify the Software so that it is no longer subject to the Infringement Claim, or, to the extent Contractor is unable to procure such right or modify the Software, replace the Software with other software of equivalent quality and performance capabilities, in County's determination, to become non-infringing, non-misappropriating and/or non-disclosing. If Contractor fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the written notice from County, County shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (hereafter referred to as "County's Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative with, all other remedies entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with County's Remedial Acts.

This Paragraph shall survive expiration or termination of this Agreement.

18. WARRANTIES:

- A. Contractor has the full power and authority to grant the all rights granted by this Agreement to County;

- B. No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect;
- C. County is entitled to use the System as permitted under this Agreement without interruption;
- D. This Agreement and the System are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors;
- E. During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County;
- F. Neither the performance of this Agreement by Contractor, nor the use by County and its users of the System in accordance with this Agreement will in any way violate any nondisclosure Agreement, nor, to the best of Contractor's knowledge and after due inquiry, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party;
- G. All Work (i) shall be performed in a timely and professional manner by qualified personnel and in accordance with generally accepted industry standards (ii) shall perform in accordance with this Agreement, including, without limitation, Exhibit A (Statement of Work), Exhibit C (Schedule of System Support and Professional Services), the Requirements, the Documentation, and the Specifications;
- H. All Documentation developed under this Agreement shall be uniform in appearance;
- I. Contractor's price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel;
- J. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (in this Paragraph collectively, "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of System or any System component by County or any user or which could alter, destroy, or inhibit the use of the System, any component thereof, or the data contained therein;

- K. Contractor has not purposely placed, nor is it aware of, any Disabling Device on any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System component to contain any Disabling Device; and
- L. Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer any component of the System or any Third Party Product, or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

19. DELIVERY AND RISK OF LOSS:

Contractor shall bear the full risk of loss due to total or partial destruction of the System as follows:

- (1) In the case of any item of System where such item is to be installed by County, until such item has been unloaded by the carrier at the destination County Facility and signed for by County; and
- (2) In the case of any item of System where such item is to be installed by Contractor or any third party, until such item is installed at its respective designated County Facility, except that County shall bear the full risk of any damage or destruction of any item of System which occurs commencing at the time such item has been unloaded by the carrier at the destination County Facility and signed for by County, and ending at the time Contractor or third party commences to unpack the item at the respective designated County Facility.

20. INTENTIONALLY OMITTED

21. NEW TECHNOLOGY:

Contractor and County acknowledge the probability that the technology of the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and

price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 7 (Change Notices and Amendments).

22. ASSIGNMENT BY CONTRACTOR:

- A. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

23. WARRANTY AGAINST CONTINGENT FEES:

- 23.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 23.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24. INDEPENDENT CONTRACTOR STATUS:

- 24.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 24.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 24.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.
- 24.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit E) for each of its employees performing Work under this Agreement. Such agreements shall be delivered to County's Department of Human Resources, Health Safety and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs Work under this Agreement.

25. INDEMNIFICATION, INSURANCE AND COVERAGE:

25.1 Indemnification:

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

25.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, Attention: K. Ellis – Contract Administrator, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverage's required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. Notification of Incidents, Claims or Suits: Contractor shall report to County:
- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - (2) Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
 - (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to the County's Project Manager.

(4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

25.3 Insurance Coverage Requirements:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide

workers compensation benefits as required by the U. S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- E. Intellectual Property Liability - Intellectual property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, which ever is longer or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

25.4 Survival.

This Paragraph shall survive expiration or termination of this Agreement.

26. RECORDS AND AUDITS:

- 26.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine,

audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

26.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

26.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

26.4 This Paragraph shall survive expiration or termination of this Agreement.

27. COUNTY AUDIT SETTLEMENTS:

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall

County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Contract Sum).

28. FEDERAL ACCESS TO RECORDS:

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the Subcontractor. This Paragraph shall survive expiration or termination of this Agreement.

29. DISCLOSURE OF INFORMATION:

29.1 Contractor shall not disclose any terms or conditions of, or any circumstances or events which occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- A. Contractor shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases,

feature articles or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent, and approval by County may be assumed in the event no adverse comments are received in writing within two (2) weeks after submittal.

- C. Contractor may without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph shall apply.

- 29.2 Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

30. PROPRIETARY CONSIDERATIONS:

- 30.1 Contractor and County agree that all County Materials shall be the sole property of County, and Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.
- 30.2 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement, and shall protect such working papers from loss or damage by any cause, including, but not limited to, fire and theft. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 30.3 Items which are in the nature of County Materials, but which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential (collectively, "Contractor Materials"), must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL". Without limiting the foregoing obligation of Contractor to mark proprietary and confidential material, County recognizes that the Software is proprietary and confidential.

- 30.4 Contractor hereby grants to County for the use of County and all other users, an irrevocable perpetual, nonexclusive, nonterminable license to use, modify and reproduce any and all Contractor Materials.
- 30.5 County will use reasonable means to ensure that Contractor's proprietary and confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure agreements or obligations) Contractor's proprietary and confidential items, including the Software, without the prior written permission of Contractor or as required by law or pursuant to Paragraph 58 (Dispute Resolution Procedure).
- 30.6 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:
- A. Any Contractor's proprietary and/or confidential items not plainly and prominently marked with restrictive legends required pursuant to Subparagraph 30.3;
 - B. Any County Materials covered under Subparagraph 30.1 and;
 - C. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law.
- 30.7 Contractor shall protect the security of and keep confidential all County Materials in Contractor's possession. Further, Contractor shall use whatever security measures are reasonably necessary to protect all County Materials in Contractor's possession from loss or damage by any cause, including, but not limited to, fire and theft.
- 30.8 Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- 30.9 This Paragraph shall survive the expiration or termination of this Agreement.

31. COMPLIANCE WITH APPLICABLE LAW:

- 31.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to thirty (30) Days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.
- 31.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or Subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

32. FAIR LABOR STANDARDS:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

- 33.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national

origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 33.2 Contractor shall certify to, and comply with, the provisions of Exhibit H - Contractor's EEO Certification.
- 33.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- 33.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 33.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.
- 33.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.
- 33.7 If County finds that any of the provisions of this Paragraph have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

33.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

33.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit H - Contractor's EEO Certification.

34. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

35. WAIVER:

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Without limitation of the foregoing, County may deduct from amounts otherwise payable to Contractor hereunder County's uncompensated damages for Contractor's breach of any provision hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of breach, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims pursuant to Paragraph 58 (Dispute Resolution Procedure).

36. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, Contractor and County intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies there under. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

37. TERMINATION FOR INSOLVENCY:

37.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent

within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

- B. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) Days) regarding Contractor under the United States Bankruptcy Code.
- C. The appointment of a receiver or trustee for Contractor.
- D. The execution by Contractor of a general assignment for the benefit of creditors.

37.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

37.4 This Paragraph shall survive expiration or termination of this Agreement.

38. TERMINATION FOR DEFAULT:

38.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- A. If Contractor fails to perform or provide any Tasks, subtasks, Deliverables goods, services or other Work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized

extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or

- B. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 40 (Termination for Convenience).

38.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 37 (Termination for Insolvency) or this Paragraph, then:

- A. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work; and
- B. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 37 (Termination for Insolvency) and/or this Paragraph; and
- C. Contractor understands and agrees that DPH has obligations that it cannot satisfy without use of the System or an equivalent to it, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination

of this Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of DPH's day to day operations due to the unavailability of the System during such transaction.

- 38.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.
- 38.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 40 (Termination for Convenience).
- 38.5 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 38.6 This Paragraph shall survive expiration or termination of this Agreement.
39. TERMINATION FOR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

40. TERMINATION FOR CONVENIENCE:

- 40.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 38 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 40.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:
- A. Stop performing Work under this Agreement on the date and to the extent specified in such notice;
 - B. Transfer and deliver to County copies of all documentation, materials, plans, reports, acceptance test criteria, acceptance and the Project Work Plan and all other completed Work and Work in process developed under this Agreement; and
 - C. Complete performance of such part of the Work as shall not have been terminated by such notice.
- 40.3 Nothing in this Paragraph shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County procedures for payment for Work performed through the effective date of County's termination of this Agreement for convenience.

40.4 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of Work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

40.5 This Paragraph shall survive expiration or termination of this Agreement.

41. SUBCONTRACTING:

- A. For purposes of this Agreement, Contractor may not enter into a subcontract for the performance of all or any portion of the tasks, deliverables, goods, services and other work under this Agreement except in accordance with this Paragraph 41. With respect to each Subcontractor, Contractor shall notify DPH's Deputy Director or designee ("Deputy Director") in writing at least five (5) business days prior to such Subcontractor commencing work under this Agreement. Such notification shall include:
1. Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.
 2. A detailed description of the services to be provided by under the proposed subcontract.
 3. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 4. A copy of the proposed subcontract. (Any later modification of such subcontract shall be subject to the written notification requirements in the same manner as described above, before such amendment is effective.)
 5. Any other information and/or certification(s) requested by Deputy Director.
- B. Deputy Director, in his/her sole discretion, may reject a proposed subcontract or Subcontractor on a case-by-case basis.
- C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Deputy Director's approval of any subcontract

shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

- D. Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees and agents.
- E. Subcontracts shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, or to any officers, employees, or agents, of Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the following paragraphs of the body of this Agreement. 'INDEMNIFICATION'; 'GENERAL INSURANCE REQUIREMENTS'; 'INSURANCE COVERAGE REQUIREMENTS'; 'COMPLIANCE WITH APPLICABLE LAW'; 'CONFLICT OF TERMS'; 'ALTERATION OF TERMS'; as well as the other provisions referenced in Exhibit J (Certain Subcontract Provisions) hereto.
Contractor shall deliver to Deputy Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date of subcontract, but in no event, later than the date any services are to be performed under the subcontract.
- G. Deputy Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

42. NOTICE OF DELAYS:

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) Days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the

estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

43. CONFLICT OF INTEREST:

- 43.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 43.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

44. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

45. UNLAWFUL SOLICITATION:

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

46. CONFIDENTIALITY:

Contractor shall protect the security of and maintain the confidentiality of all records, data and information, including, but not limited to, billings, County records and data, and other information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines and directives relating to confidentiality, and shall protect all such items from any and all loss or damage by any cause, including, but not limited to, fire and theft. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit E) for each of its employees performing Work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall:
(1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to

County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer systems, or to any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written consent.

This Paragraph shall survive expiration or termination of this Agreement.

47. INTENTIONALLY OMITTED

48. VALIDITY:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

49. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

50. NONDISCRIMINATION IN SERVICES:

50.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this

Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

50.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

51. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his/her physical or mental performance.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or its employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

53. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

54. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 38 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

55. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

56. ACCESS TO COUNTY FACILITIES:

Contractor, its employees and agents, will be granted access to County Facilities subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County Facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Except in exigent circumstances, access to County Facilities outside of normal business hours must be approved by County's Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any

other property or other rights in County Facilities. While present at County Facilities, Contractor's personnel shall be accompanied by County personnel at all times, except to the extent required by Contractor to fulfill its obligations under this Agreement.

57. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Cara O'Neill, Chief.

58. DISPUTE RESOLUTION PROCEDURE:

58.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph. Time is of the essence in the resolution of disputes.

58.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be affected by such dispute as determined by County.

If Contractor fails to continue without delay its performance hereunder, except for any performance which may be affected by such dispute as determined by County, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement, except for any responsibilities which may be affected by such dispute as determined by County, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 58.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.
- 58.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) Days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 58.5 In the event that at these two (2) levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 58.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.
- 58.7 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 37 (Termination for Insolvency), Paragraph 38 (Termination for Default), Paragraph 39 (Termination for Improper Consideration), Paragraph 40 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 30 (Proprietary Considerations) and 46 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

59. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards of this Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

60. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

61. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 [(see Exhibit F (IRS Notice 1015)].

62. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) Days after deposit in the United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) Days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

To County: (1) Department of Health Services
Public Health Information Systems
5555 Ferguson Drive, Suite 100-04
Commerce, California 90022
Attention: David Cardenas, BT Information Technology
Coordinator

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor-East
Los Angeles, California 90012
Attention: Cara O'Neill, Chief

To Contractor: (1) HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, California 92129
Attention: Noam Arzt, PhD, President

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the

contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation

regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- H. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to Subcontractors of County Contractors.

64. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County (referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

65. INTENTIONALLY OMITTED

66. PURCHASING RECYCLED-CONTENT BOND PAPER:

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

67. COMPLIANCE WITH JURY SERVICE PROGRAM:

- 67.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (see Contractor Employee Jury Service).

- 67.2 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- 67.3. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 67.4 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
- 67.5 Contractor's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the

award of future County contracts for a period of time consistent with the seriousness of the breach.

68. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysagela.org for printing purposes (see Exhibit H (Safely Surrendered Baby Law)).

70. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION):

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum.

Upon occurrence of this event, Contractor shall send written notification to (a) County's Project Director, and (b) County's Project Manager.

71. BUDGET REDUCTIONS:

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.

72. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

73. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

- A. County Lobbyist: Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.
- B. Federal Certification and Disclosure Requirements: If any Federal funds are to be used to pay for a portion of Contractor's Work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

74. INTENTIONALLY OMITTED

75. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

- A. If sufficient monies are available from Federal, State, or County funding sources, and upon the Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Administrative Office. If the increase or decrease exceeds fifteen percent (15%) of the Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an Amendment to this Agreement pursuant to Paragraph 7 (Change Notices and Amendments) of this Agreement.
- B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through the applicable time limitation period of such funds if such period is less than a County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Office, Chief Information Office and County Counsel with an Amendment and notification to Board offices.

Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an Amendment to this Agreement pursuant to Paragraph 7 (Change Notices and Amendments) of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and

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Contractor has caused this Agreement subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Acting Director and Health Officer

HLN Consulting, LLC
Contractor

By _____
Signature

By _____
Printed Name

Title _____
PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Robert E. Ragland
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

**STATEMENT OF WORK
HLN CONSULTING, LLC**

**ENHANCEMENTS TO THE LOS ANGELES IMMUNIZATION NETWORK (LINK) AND
DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT
SYSTEM AND IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE
August 30, 2006 through August 29, 2007**

**Part I: LOS ANGELES IMMUNIZATION NETWORK
SOFTWARE ENHANCEMENTS**

Los Angeles County is developing bioterrorism response capability for the Los Angeles Immunization Network (LINK), the immunization registry deployed throughout Los Angeles County.

This effort is part of the County Department of Public Health (DPH) Bioterrorism and Public Health Information Network (BT-PHIN) Action Plan that has been approved by the Centers for Disease Control and Prevention (CDC). Funds within the County DPH BT-PHIN Action Plan budget have been specifically allocated to enhance LINK to address mass vaccination/prophylaxis events at a series of Point of Distribution (POD) sites within the jurisdiction and, potentially, at the regional and state level.

To develop this capacity, Contractor shall assist by providing professional services and implementing enhancements to the LINK Bioterrorism Software Module (Link BT Module) as indicated in the following Tasks and Deliverables:

Task 1.0: Implement and Deliver LINK Version 3.3 (Support for Microsoft 2003 Server and Internet Information Server (IIS) v6)

Contractor shall upgrade the LINK BT Module to run on Microsoft 2003 Server¹ and Internet Information Server version 6. The purpose of these upgrades and enhancements are to make scalability and security improvements to LINK, improve application performance, and reduce dependency on older technology.

Deliverable 1.0: Migration Plan

Contractor shall analyze the technical implications of migrating the LINK BT Module to Microsoft Server 2003 and IIS version 6. Technical designs and constraints for each enhancement will be documented. Contractor shall produce a Migration Plan Document that specifies the changes that must be made to LINK BT Module in order for the application to function properly on the new platform. Documents will be delivered to County electronically or as indicated by County. County will provide Final Acceptance and sign-off on migration plan document in accordance with body of this Agreement.

Deliverable 1.1: Production-Ready Release--Migration

¹Either Standard Edition or Enterprise Edition of Microsoft 2003 Server.

Contractor shall enhance the LINK BT Module with the enhancements that are specified in the Migration Plan Document in order to support Microsoft Server 2003 and IIS version 6. County shall determine if enhancements may be delivered separately or in conjunction with the release of other LINK software modifications. County shall approve release schedule and modifications that will be included in each release of LINK software. Contractor shall include status of the development and enhancements in monthly status reports to be provided throughout the project period. County shall provide Final Acceptance and sign-off for all deliverable components in accordance with the body of this Agreement. The components for this deliverable shall include:

- a. Beta-Release: Contractor shall produce a beta release of the software to be given to County for functional testing and evaluation. County shall provide Contractor with feedback in accordance with guidelines set forth in System Testing and Validation, Exhibit A.1.
- b. Beta-Release Notes: Contractor shall provide Release Notes with the release documenting the enhancements that have been made. County will document the receipt and approval of these items.
- c. Production-Ready Release: Contractor shall finalize and distribute the production-ready copy of the LINK BT Module with the final enhancements to support Microsoft Server 2003 and IIS version 6 based on the beta-release feedback from County.
- d. Production Release Notes and Technical Documentation: Contractor shall distribute an updated set of Release Notes and technical documentation.

Task 2: Implement and Deliver LINK-BT Version 3.4 (Security Hardening)

Contractor shall improve the security features of the LINK BT Module to align with County IT Coding Guidelines for Web-based Applications and ensure release into a safe production deployment environment.

Deliverable 2.0: Security Hardening Software Design Document

Contractor shall identify the necessary security enhancements to be included in the LINK BT Module Upgrade as agreed upon by Contractor and County. Technical designs and constraints for each enhancement will be documented herein. County will provide Final Acceptance and sign-off for all deliverable components in accordance with the body of this Agreement. The components of the Deliverable shall include:

- a. Draft Software Design Document: Contractor shall provide a draft Software Design Document describing the details of the Specifications required to implement security enhancements to LINK. County will review the draft Software Design Document and provide feedback and changes in accordance with guidelines set forth in System Testing and Validation, Exhibit A.1.
- b. Final Software Design Document: Contractor shall finalize the Software Design Document based on the input received from County and provide final version of document to County.

Deliverable 2.1: Production-Ready Release - Security Hardening

Contractor shall program the LINK BT Module to include all of the security enhancements documented in the Final Software Design Document. County shall determine if enhancements may be delivered separately or in conjunction with the release of other LINK software modifications. County shall approve release schedule and modifications that will be included in each release of LINK software. Contractor shall include status of the development and enhancements in monthly status reports to be provided throughout the project period. County

will provide Final Acceptance and sign-off for all deliverable components in accordance with the body of this Agreement. The components for this deliverable shall include:

- a. Beta-Release: Contractor shall produce a beta-release of the software to be given to County for functional testing and evaluation. County will provide Contractor with feedback in accordance with guidelines set forth in, System Testing and Validation, Exhibit A.1.
- b. Beta-Release Notes: Contractor shall provide Release Notes with the release documenting the enhancements that have been made. County will document the receipt and approval of these items.
- c. Production-Ready Release: Contractor shall finalize and distribute the production-ready copy of the LINK BT Module upgrade with the final security hardened features and based on the beta-release feedback from County.
- d. Production Release Notes and Technical Documentation: Contractor shall distribute an updated set of Release Notes, User Manual, and technical Documentation.

Task 3: Implement and Deliver LINK-BT Version 3.5 (CRA Enhancements)

Contractor shall analyze, design and implement the smallpox data upload enhancements necessary for Countermeasure Response and Administration (CRA) certification in the LINK BT Module Upgrade. This includes data export testing with the CDC or their representatives. The purpose of this is to meet new CDC data collection and exchange requirements for PHIN compliance for the smallpox data upload. This will use HL7 2.5 instead of XML and only includes data uploads.

In addition, Contractor shall analyze and design the enhancements that would be necessary for CRA certification of anthrax, plague, and pandemic flu data upload. The purpose of this is to prepare for future implementation of anthrax, plague and pandemic flu data upload and emerging System Requirements.

Deliverable 3.0: Software Design Document for Smallpox, Anthrax, Plague, and Pandemic Flu Enhancements

Contractor shall develop a Software Design Document that describes the enhancements that are necessary to the LINK BT Module smallpox data upload for CRA certification. The Software Design Document shall furthermore detail the enhancements that are necessary for LINK BT Module to obtain CRA certification to address anthrax, plague, and pandemic flu data System Requirements. Technical designs and constraints for each enhancement will be documented herein. County will provide Final Acceptance and sign-off in accordance with the body of this Agreement.

Deliverable 3.1: Production-Ready Release – CRA Enhancements

Contractor shall enhance the LINK BT Module with the smallpox data upload enhancements that are specified in the Software Design Document. County shall determine if enhancements may be delivered separately or in conjunction with the release of other LINK software modifications. County shall approve release schedule and modifications that will be included in each release of LINK software. Contractor shall include status of the development and enhancements in monthly status reports to be provided throughout the project period. County will provide Final Acceptance and sign-off for all deliverable components in accordance with the body of this Agreement. The components for this deliverable shall include:

- a. Beta-Release: Contractor shall produce a beta-release of the software to be given to County for functional testing and evaluation. County shall provide Contractor with feedback in accordance with guidelines set forth in System Testing and Validation, Exhibit A.1.
- b. Beta-Release Notes: Contractor shall provide Release Notes with the release documenting the enhancements that have been made. County will document the receipt and approval of these items.
- c. Production-Ready Release: Contractor shall finalize and distribute the production-ready copy of the LINK BT Module Upgrade that incorporates the smallpox data upload enhancements for CRA certification and is based on the beta-release feedback from County.
- d. Production Release Notes and Technical Documentation: Contractor shall distribute an updated set of Release Notes, User Manual, and technical Documentation.

Task 4: Implement and Deliver LINK-BT Version 3.6 (Usability Improvements)

Contractor shall make modifications to the user Interface to improve usability. The purpose of this is to make usability improvements to enable users to enter, find, and process information quickly and more accurately.

Deliverable 4.0: Software Design Document for Usability Improvements: Contractor shall produce a Software Design Document describing the details of the Specifications for each usability enhancement to be included in the LINK BT Module Upgrade as agreed upon by Contractor and County. County will be responsible for producing written business and functional requirements before Contractor begins drafting the design document. Technical designs and constraints for each enhancement will be documented in the draft design document. County will provide Final Acceptance and sign-off for all deliverable components. The components of the deliverable shall include:

- a. Draft Software Design Document: Contractor shall provide a draft Software Design Document describing the details of the Specifications required to implement usability improvements to LINK. County shall review the draft Software Design Document and provide feedback and changes in accordance with guidelines set forth in Exhibit A-1.
- b. Final Software Design Document: Contractor shall finalize the Software Design Document based on the input received from County and provide final version of document to County.

Deliverable 4.1: Production-Ready Release – Usability Improvements

Contractor shall enhance the LINK BT Module with all of the usability enhancements documented in the Final Software Design Document. County shall determine if enhancements may be delivered separately or in conjunction with the release of other LINK software modifications. County shall approve release schedule and modifications that will be included in each release of LINK software. Contractor shall include status of the development and enhancements in monthly status reports to be provided throughout the project period. County will provide final acceptance and sign-off for all deliverable components. The components for this deliverable shall include:

- a. Beta-Release: Contractor shall produce a beta-release of the software to be given to County for functional testing and evaluation. County will provide Contractor with feedback in accordance with guidelines set forth in System Testing and Validation, Exhibit A.1.

- b. Beta-Release Notes: Contractor shall provide Release Notes with the release documenting the enhancements that have been made. County will document the receipt and approval of these items.
- c. Production-Ready Release: Contractor shall finalize and distribute the production-ready copy of the LINK BT Module Upgrade that incorporates the usability enhancements based on the County business Requirements and beta-release feedback issued by County.
- d. Production Release Notes and Technical Documentation: Contractor shall distribute an updated set of Release Notes, User Manual, and technical Documentation.

Task 5: Operations and Implementation Support Services

Contractor shall provide technical support services in order to support County efforts to ensure high availability and continuity of operations for LINK. Contractor shall also support County in implementing enhancements needed to enhance support for critical operations and emerging CDC requirements.

Deliverable 5.0: Provide Operations and Implementation Support

Contractor shall provide three levels of hourly technical services to County for LINK and related operational activities in accordance with schedule and system support guidelines indicated in Schedule of System Support, Exhibit C.

Part II: SNS INVENTORY MANAGEMENT SYSTEM DEVELOPMENT

For this portion of the SNS Information System Planning and Development effort, Contractor shall assist COUNTY in establishing a fully functional system to support Los Angeles County's Strategic National Stockpile strategy, in accordance with functional and technical Requirements and SNS/POD operational plans. Phase III will include several elements including the modification and deployment of the SNS Inventory Management System (hereafter referred to as the "SNS-IMS") into COUNTY's Public Health Information Network (PHIN) architectural environment for use in the event of an emergency. Contractor shall also complete complementary SNS-IMS application development and integration activities in order to enhance the availability of toolsets to support SNS management efforts. For some of these tasks, Contractor shall need to work closely with other County vendors, including the inventory system product vendor.

Additional activities under this part of the SOW shall include formulation, documentation, and implementation of complete operational procedures for emergency operations. Finally, Contractor shall also assist with the assessment of compliance of County systems with CDC Countermeasure and Response Administration (CRA) functional Requirements related to an emergency event and identify strategy for alignment with the Public Health Information Network.

To support these activities, Contractor shall assist County by providing the services in the following Tasks and Deliverables:

Task 6: Project Management and Planning Services

Contractor shall establish and maintain a project calendar and work plan using MS Project or equivalent describing project Tasks, Deliverables, and timelines. Contractor shall track ongoing

progress, provide an updated project work plan on a monthly basis, and provide written status reports, as requested by County's Project Director. Contractor shall set up an SNS project website for task force and committee members and develop e-mail contact lists for planning updates and notifications.

Deliverable 6.0: Provide Project Management Services

Contractor shall develop and maintain an MS Project (or equivalent) SNS work plan throughout the life cycle of the engagement outlining key Deliverables and project timelines. Contractor shall track ongoing progress, provide an updated work plan and status report at the end of each month, or upon request by County's Project Director. Contractor shall set up e-mail contact lists for project updates/notifications and initialize and maintain an SNS project stakeholder website throughout the term of the contract.

Task 7: RSS Warehouse Operations Planning

Based on the Requirements, use cases, and features available in the acquired inventory management system, Contractor shall assist County in writing two annexes to the Los Angeles County Strategic National Stockpile Operational Area (LAC SNS OA) Guide. These annexes will be targeted to the readers of the LAC SNS OA Guide, personnel who will work in the RSS Warehouse during an event, and personnel who will work with the SNS-IMS.

The first annex, the "RSS Warehouse Operational Plan," shall consist of complete documentation of the business process procedures that staff will follow in the RSS Warehouse in the midst of an emergency response. The second annex, the "Inventory System Operations Guide," shall focus on how County staff must use the inventory control features of the new product in a manner that supports the defined business process at the Warehouse and the PODs. The Inventory System Operations Guide shall also specify the "offline" procedures at the Warehouse and PODs in the event that the SNS-IMS system becomes unavailable.

Deliverable 7.0: RSS Warehouse Operations Plan Annex

Contractor shall assist County in determining the detailed business process procedures of the Warehouse during the midst of an emergency response. The procedures at the Warehouse must correspond with the established business processes and interaction with the CDC and at the PODs. Upon completion of the analysis, Contractor shall write the RSS Warehouse Operational Plan, a formal annex to be included in the County SNS OA Guide. Contractor shall provide iterative drafts of the guide for review by County and other stakeholders, as necessary. Contractor shall finalize the document based on the feedback received and submit to County for Final Acceptance and sign-off in accordance with the body of this Agreement. All drafts and final documentation shall be posted on the SNS project website, and hardcopies of the final deliverable shall also be provided to the County Project Director and SNS Program for incorporation into the County SNS OA Guide.

Deliverable 7.1: Inventory System Operations Guide

Contractor shall focus on how the SNS inventory control features of the new software product must be used in the context of the RSS Warehouse and POD business processes. Contractor shall write the Inventory System Operations Guide, the second annex to be included in the County SNS OA Guide. Contractor shall provide iterative drafts of the guide for review by County and other stakeholders, as necessary. Contractor shall finalize the document based on the feedback received and submit to County for Final Acceptance and sign-off in accordance with the body of this Agreement. All drafts and final documentation shall be posted on the SNS

project website, and hardcopies of the final deliverable shall also be provided to the County Project Manager and County SNS personnel for incorporation into the County SNS OA Guide.

Deliverable 7.2: SNS-IMS Warehouse and POD Inventory Tracking Offline Procedures

Simultaneous, "online" tracking of materiel across multiple sites is dependent on a WAN connection. Based on the Requirements, use cases, architecture strategy, and the online business process procedures developed in prior phases of the project, Contractor shall collaborate with County to determine the "offline" procedures at both the RSS Warehouse and the PODs in the event that the electronic inventory system become unavailable. Formal documentation shall detail how the RSS Warehouse will continue to track and distribute materiel in this "offline" scenario. Contractor shall document all "offline" procedures, and provide iterative drafts for review by County and other stakeholders as necessary. Contractor shall finalize the document based on the feedback received and submit to County for acceptance and sign-off. All drafts and final documentation shall be posted on the SNS project website, and hardcopies of the final deliverable shall also be provided to the County Project Manager and County SNS personnel.

Task 8: Incorporation of Acquired Inventory System into County PHIN Environment

As specified by the County Project Director, Contractor shall assist County and collaborate with the inventory system vendor to ensure adherence to the SNS Inventory Management System functional Requirements. Contractor shall also assist County with testing and validation of both a baseline and enhancements release of the inventory management system product, and communicate those features in violation to County.

Deliverable 8.0: Assist with Incorporation of Acquired Inventory System into County PHIN Environment

Contractor shall provide professional consulting services to County in order to assist inventory system vendor with adherence to SNS inventory system functional Requirements. Contractor shall assist County with testing and validation support services in order to ensure that inventory system product is in alignment with functional and technical requirements.

Task 9: Assessment of County Countermeasure Response Administration Needs

Contractor shall analyze the SNS-IS and related systems and perform a gap analysis to determine the remaining processes and procedures that must be implemented by County to achieve complete CDC PHIN Countermeasure Response Administration certification. Contractor shall conduct interviews of stakeholders to assess County's broader needs, and make prioritized recommendations for each of the CRA requirements.

Deliverable 9.0: Assess County Countermeasure Response Administration Needs

Contractor shall analyze Public Health systems identified by County and perform a gap analysis. Contractor shall document which processes and procedures have yet to be determined nor implemented by County for CRA certification. Additionally, Contractor shall conduct interviews of appropriate stakeholders to assess County's needs as they relate to CRA, and make prioritization recommendations for each of the CRA requirements. Contractor shall finalize CRA Assessment and Recommendations document and submit to County for Final Acceptance and sign-off in accordance with the body of this Agreement. All drafts and final documentation shall be posted on the SNS project website, and hardcopies of the final deliverable shall also be provided to the County Project Director.

Task 10: LINK-BT Integration and Implementation of Interfaces between SNS-IS and County PHIN infrastructure

Contractor shall develop and test two external SNS-IMS system Interfaces with other components of the County PHIN architectural framework consistent with the County SNS-IS Architecture Strategy and as specified in writing by County. The completed external Interfaces shall provide a complete solution for integration of the SNS-IMS with the chosen external systems. The Interfaces shall consist of "inbound" and "outbound" messages that contain relevant vaccination information for a Bioterrorism event. LINK BT Module shall have the capability to initiate "inbound processing" that will result in the communication of this data to County's PHIN Operational Data Store. For the second Interface, Contractor shall implement the capability for County's PHIN infrastructure to perform "outbound processing." Via outbound processing, County will have the capability to make the data available to County agencies and other authorized data partners such as the CDC.

Deliverable 10.0: Integration of LINK BT Module into County PHIN User Authentication

Contractor shall modify the LINK BT Module authentication mechanism to enable users to log into the application using County PHIN username and password (as provided to them via the County PHIN Directory Service). LINK BT Module administrators shall be able to configure the application to either utilize its existing, proprietary authentication mechanism or the County PHIN Directory Service, as desired or appropriate for the particular installation.

Deliverable 10.1: LINK BT Module Message Generation and Authentication Release

Contractor shall modify LINK BT Module to generate a HL7 VXU message on-demand and/or in an automated fashion according to business criteria established by County, and transmit the message to the County PHIN architecture. The implementation shall be compliant with State specifications for the generation of single and batch HL7 VXU messages, if they are available.

Deliverable 10.2: County PHIN Inbound/Outbound Message Processing Design Specifications

Contractor shall design and formally document the software design Specifications to enable County PHIN to accept an "inbound" HL7 VXU message, and upon an event defined by County, to generate an HL7 VXU message for "outbound" processing. The design Specifications must explicitly state how HL7 VXU inbound/outbound processing will be implemented within the PHIN architecture established by County. Contractor shall provide iterative drafts for review by County and other stakeholders as necessary. Contractor shall provide Design Specifications document and submit to County for Final Acceptance and sign-off in accordance with the body of this Agreement. All drafts and final Documentation shall be posted on the SNS project website, and hardcopies of the final deliverable shall also be provided to the County Project Director.

Deliverable 10.3: County PHIN Inbound/Outbound Message Processing Implementation Release

As specified in the County PHIN Inbound/Outbound Message Processing Design Specifications document, Contractor shall implement and fully test the County PHIN software enhancements, and install the completed software in the County PHIN system environment.

Deliverable 10.4: Integration Testing/Configuration and Production Deployment

Contractor shall collaborate with County and other vendors, if necessary, to ensure that the County PHIN inbound/outbound messaging implementation is configured correctly and deployed with existing, production messaging and data store services. Contractor shall deliver deployment scripts and maintenance Documentation so that County can operate and support the new messaging service.

Task 11: SNS-IS Facility Profile Application to Create/Maintain POD Planning Data

Contractor shall implement the recommended process by which facility profile data will be captured, stored, and output into various preplan formats per POD data capture requirements. The SNS-IMS facility profile application shall have a user-friendly Interface, security, and authorization controls for use by different groups of users. The SNS-IMS facility profile application shall also have the associated data structure for import, storage, and access to the discrete data elements that will comprise each facility profile record. The SNS-IMS facility profile application must be able to exchange facility demographic data with the SNS-IMS system, and support all necessary image capture and manipulation features necessary for depictions of facility plans.

Deliverable 11.0: Application Screen Wireframe and Prototype

Contractor shall work with County Project Manager and County SNS personnel to determine the screen layout, navigation, and user interface of the SNS-IMS facility profile application. Contractor shall deliver to County an HTML wireframe that specifies the screen contents, functions, layouts and navigation, and a screen prototype that conveys the ultimate look and feel of the SNS-IMS facility profile application. The completed wireframe and prototype shall be delivered to the County Project Manager and County SNS personnel on CD and be accessible online from the SNS project website.

Deliverable 11.1: Image Association Utility Component

Contractor shall implement the web-based image association utility that will ultimately be incorporated into the SNS-IMS facility profile application. Contractor shall ensure that the utility enable users to manipulate images from a web browser in a manner that is consistent with the screen prototypes developed in Deliverable 11.0. Contractor shall ensure that the component be designed and implemented in such a way that it can seamlessly be integrated with the SNS-IMS facility profile application and have all of the required functionality for manipulating and maintaining POD image data. Contractor shall provide an instance of the image association utility for County to perform functional testing of beta-releases of the software and the Final SNS-IMS facility profile application for Final Acceptance and sign-off in accordance with the body of this Agreement.

Deliverable 11.2: Fully Functional Data Entry Application

Based on the Requirements and the screen prototype, Contractor shall incorporate the functionality of the image association utility and implement the SNS-IMS facility profile application. Contractor shall provide an instance of the SNS-IMS facility profile application for County to perform functional testing of the software. Contractor shall submit application for Final Acceptance and sign-off in accordance with the body of this Agreement.

Deliverable 11.3: Canned Reports Component and Ad Hoc Query Capability Component

Based on the Requirements and interviews with County, Contractor shall write Specifications for up to four reports. Contractor shall also determine the best ad hoc query strategy for the SNS-IMS facility profile application users. Contractor shall implement the canned reports and ad hoc query capabilities.

Deliverable 11.4: System "Train-the-Trainer" Training Sessions

Contractor shall provide "Train-the-Trainer" sessions to County on how to effectively use the SNS-IMS facility profile application and all of its components. The sessions will be geared

towards administrative users and provide recommendations for training users in the field to effectively use the SNS-IMS facility profile application.

Deliverable 11.5: Production Deployment

Contractor shall collaborate with County to deploy the SNS-IMS facility profile application and all of its components into the County system environment. Deployment scripts and maintenance Documentation will be delivered so that County can effectively operate and support the new SNS-IMS facility profile application.

Task 12: SNS-IMS Matching Module

Based on functional and technical design documents, Contractor shall finalize creation of a software module that will facilitate the matching of duplicate patient records and improve data quality amongst SNS-IMS subsystems. Contractor shall integrate this module with the LINK BT Module database. The patient matching module will identify data duplication within the SNS-IMS and enhance the system's ability to exchange data with other PHIN systems.

Deliverable 12.0: Matching Module Production-Ready Release

Contractor shall implement a probabilistic patient matching module to facilitate the identification of duplicate patient records in the SNS-IS. Mathematical parameters used by the Matching Module will be stored in permanent storage (e.g., database table or XML file) to facilitate tuning of sensitivity and specificity. This patient matching module shall be reusable (with minimal reprogramming) with systems other than the LINK BT Module. Contractor shall include status of the development and enhancements in monthly status reports to be provided throughout the project period. County will provide Final Acceptance and sign-off for all deliverable components in accordance with the body of this Agreement. The components for this deliverable shall include:

- a. Production-Ready Release: Contractor shall finalize and distribute the production-ready copy of the patient matching module to facilitate the identification of duplicate patient records in the SNS-IS.
- b. Production Release Notes: Contractor shall provide Release Notes and relevant technical Documentation.

Deliverable 12.1: Matching Module Accuracy Optimization and Customization for LINK-BT Module

Contractor shall collaborate with County staff to tune the patient matching module for the set of data specific to Los Angeles County. Contractor shall assist County in performing tests and establishing a configuration essential for accurate matching as per the specific purposes specified by the County.

Deliverable 12.2: Post-Installation Knowledge Transfer and Deployment

Contractor shall provide training to County on how to install, operate, and configure the patient matching module. Contractor shall collaborate with County to deploy the patient matching module into the County system environment. Deployment scripts and maintenance Documentation will be delivered so that County can effectively operate and support the new patient matching module.

Task 13: SNS-IS Deployment Support

Contractor shall provide technical support services to assist County in determining appropriate network and hardware configurations needed to support the SNS-IMS in the planned production environment, and ensure that the LINK-BT Module is in a "readiness state" for an emergency response. All recommendations must comply with best practices for high availability.

Deliverable 13.0: Provide SNS-IS Deployment Services

Contractor shall provide technical professional services on an hourly basis to assist County in determining appropriate network and hardware configurations needed to support the SNS-IS in the planned production environment.

Rev: 8/01/06

**SYSTEM TESTING AND VALIDATION FOR DEVELOPMENT OF A STRATEGIC
NATIONAL STOCKPILE (SNS) MANAGEMENT SYSTEM AND ENHANCEMENTS TO
THE LOS ANGELES IMMUNIZATION NETWORK (LINK)**

1.0 SYSTEM IMPLEMENTATION AND VALIDATION:

CONTRACTOR shall prepare test plans, test procedures, test cases and execute the test cases on the COUNTY Non-Production/Test and Production environment. Upon the successful completion of Non-Production System Acceptance Testing, the CONTRACTOR shall then implement and validate the Production environment of the System successfully completing Production System Acceptance Testing.

1.1 Establish Implementation Methodology:

The CONTRACTOR shall work with COUNTY to determine specifications of Non-Production/Test and Production environments within the COUNTY PHIN infrastructure. The CONTRACTOR shall provide in writing the System implementation methodology describing in detail, the plan, strategy, and approach to System validation and implementation. The COUNTY before testing must approve this methodology, in writing, in order for implementation to begin.

The CONTRACTOR shall develop a detailed Implementation Plan for relevant system components including, but not limited to, Installation Plan, System Test Plan, Interface Test Plan, Acceptance Test Plan, Performance Test Plan, and the Production Migration Test Plan. County expects the Acceptance Testing to be accomplished on the permanent Non-Production/Test environment.

Once Acceptance Testing has been completed and accepted in writing by COUNTY, the migration to the Production environment can begin. All software upgrades and/or enhancements will utilize the same process of testing and migration from the Non-Production environment to the Production environment, unless otherwise specified by COUNTY. The major activities in the Implementation Plan include, but are not limited to, Tasks and Deliverables 1-5, 8, 10-13 identified in the Statement of Work (SOW), Exhibit A.

1.2 Testing Environments:

The CONTRACTOR shall provide specifications to COUNTY for the Non-Production environment and establishment of the System database(s) for testing purposes in accordance with Statement of Work, Exhibit A, Additional Technical Requirements, Exhibit A.4, and CDC PHIN CRA Requirements, Exhibit A.2.

1.2.1 The CONTRACTOR shall provide the specifications for the System

and required peripherals to be utilized for Non-Production and Production testing.

- 1.2.2 The CONTRACTOR shall provide specifications for the server(s), required peripherals, LAN (if required) for the System WEB server(s) and firewall server(s)/router(s) to be utilized for Non-Production and Production Testing.
- 1.2.3 The CONTRACTOR shall provide specifications for the operating software, which includes the Workstation GUI, middleware, operating system and any other software needed to operate the System for Non-Production and Production Testing.
- 1.2.4 The CONTRACTOR shall provide specifications for the proposed System Application Software modules including all functionalities in the SOW, Additional Technical Requirements, Exhibit A.4, and/or CDC PHIN CRA Requirements, Exhibit A.2, as well as the software required for Non-Production and Production Testing.
- 1.2.5 The CONTRACTOR shall provide specifications for a relational database required to support the System to be utilized for Non-Production and Production Testing.
- 1.2.6 The CONTRACTOR shall provide specifications for the proposed Interfaces to be utilized for Non-Production and Production Testing.

1.3 Develop Test Specifications:

In coordination with COUNTY, CONTRACTOR shall develop the following Test Specifications Documents:

- 1.3.1 The CONTRACTOR shall develop the Software Test Specifications Document including, but not limited to, test plans, test procedures, and test cases and other information for System Software testing (create a report with findings). Software Test Specifications Document shall cover each requirement listed in Additional Technical Requirements, Exhibit A.4, and/or CDC PHIN CRA Requirements, Exhibit A.2. The test plans, test procedures, and test cases shall validate that all System Software have been correctly installed.
- 1.3.2 The CONTRACTOR shall develop the Integrated Functional Performance Test Specifications Document including, but not limited to, test plans, test procedures, and test cases. The Integrated Functional Performance Test Specifications Document shall cover Additional Technical Requirements, Exhibit A.4, and/or CDC PHIN CRA Requirements, Exhibit A.2. The Integrated Functional Performance Test shall demonstrate the functionality of the System. It may be a subset of the Hardware and Software Test Specifications.
- 1.3.3 The CONTRACTOR shall develop the Interface Test Specifications Document including, but not limited to, test plans, test procedures, and test cases for System Interface Testing. This includes without

limitation, all Interfaces described in Additional Technical Requirements, Exhibit A.4. The Interface Test Specifications will be a subset of the Integrated Functional Performance Specifications Document identified above.

- 1.3.4 The CONTRACTOR shall prepare the System Reliability Test Specifications Document including, but not limited to, test plans, test procedures, and test cases. The System Reliability Test Specifications Document shall verify that the System meets availability requirements following implementation of the System. The System Reliability Test Specifications Document shall also address any System Deficiencies including, but not limited to, corrective actions that have not been resolved. The performance period shall begin no later than five (5) Working Days after the CONTRACTOR notifies the COUNTY, in writing, that the System is ready for System Reliability Testing. The System Reliability Testing shall be completed when the System has operated for a period of thirty (30) consecutive days at a reliability percentage of at least 99% for the System.

The reliability percentage shall be calculated by the following method: Maximum operation use time shall be established as seven hundred twenty (720) hours (the total number of hours in a thirty (30) day period).

The reliability percentage shall be calculated by adding up the total number of hours during which any component of the System (excluding Third Party Products) functions incorrectly due to System Hardware or Software Deficiencies and County's use of such cannot be fully continued (Downtime) which occur during the thirty (30) day test period resulting from Software Deficiencies or failures, and subtracting that amount from the maximum operational use time (100 percent availability). The resulting number shall then be divided by the 100 percent availability hour amount to determine the overall percentage of availability. This calculation assumes there will be no scheduled Downtime. The CONTRACTOR shall specify an architecture that does not require Downtime for Support Services or upgrades to the System. An example of the calculation follows:

When the System meets the standard of performance as stated above, the COUNTY will certify to the CONTRACTOR, in writing, that the System Reliability Test is accepted by the COUNTY. In the event the System does not meet the standard of performance during the initial thirty (30) consecutive day period, such test shall continue until the standard of performance described herein has been met for a total of thirty (30) consecutive days for Production Testing. If the System fails to meet the standard of performance

after sixty (60) calendar days, as calculated from the first date such testing was begun on the server(s), the COUNTY may, at its sole option:

- Request that the CONTRACTOR resolve any outstanding System Software Deficiencies, or
- Extend the performance test period, or
- Exercise contractual options.

1.3.5 The CONTRACTOR and the COUNTY shall jointly develop the Acceptance Test Specifications Document utilizing the previously developed and approved Software Test Specifications, which may include the Integrated Functional Performance Test Specifications, Interface Test Specifications and Reliability Test Specifications documents.

The CONTRACTOR and the COUNTY shall review the Acceptance Test Specifications Document. The Acceptance Test Specifications Document will be used for both Non-Production and Production System testing.

The CONTRACTOR and the COUNTY shall review all Test Specifications Documents. The COUNTY may require revisions to any Test Specifications Document. Before the tests are executed, the Test Specifications Documents must be approved, in writing, by the COUNTY and shall be the sole basis for Testing

1.4 Non-Production System Planning and Testing:

1.4.1 The CONTRACTOR shall prepare a Non-Production Test Plan that will provide a basis for testing the Non-Production environment of the System using the Test Specifications developed in Section 1.3. Included in this plan are tests of the interface/integration that may be required. This plan shall detail the test concepts, procedures, required materials, required environment, test equipment, test processes, sequences, resources, responsibilities and overall planning for the Non-Production testing.

1.4.2 The CONTRACTOR and the COUNTY shall review the Non-Production Test Plan. The COUNTY may require revisions to the Non-Production Test Plan and shall request such revisions to the CONTRACTOR as required. Before any Testing is executed, the Non-Production Test Plan must be approved, in writing, by the COUNTY and shall be the sole basis for the Non-Production testing.

1.4.3 The CONTRACTOR and the COUNTY shall jointly conduct the Non-Production Test utilizing the Acceptance Test Specifications Document as described in Section 1.3. The CONTRACTOR and

the COUNTY shall jointly conduct testing. It is expected that CONTRACTOR work cooperatively with all vendors, as required by COUNTY. The CONTRACTOR shall document the results of each step of the Non-Production Test and shall identify all Deficiencies as measured against the required test Specifications.

- 1.4.4 The CONTRACTOR shall provide a written plan and timetable to resolve all Deficiencies noted in the Non-Production Testing. The CONTRACTOR shall provide any such documentation to the COUNTY within five (5) working days of the conclusion of the test.

The COUNTY will, in its sole judgment, specify a list of Deficiencies and specify a timetable upon which re-testing shall be conducted. The CONTRACTOR shall resolve all Deficiencies within the COUNTY specified timetable and notify the COUNTY in writing that the System is ready for re-testing. Re-testing shall follow the COUNTY-approved Non-Production Test Plan, unless prior approval is obtained in writing from the COUNTY.

In the event that the COUNTY finds that the CONTRACTOR has not corrected all Deficiencies, the cycle of corrective action by CONTRACTOR and re-testing, at the County's sole judgment, may be repeated. The COUNTY will provide written approval of the Non-Production Test after all tests have been successfully executed and documented.

1.5 Production Environment:

Upon the completion and approval of Non-Production Testing by the COUNTY, the CONTRACTOR shall assist COUNTY in specifying the migration from the Non-Production environment (e.g., programs, tables, job controls, etc.) to the Production environment through the Change Management Procedures established by County.

1.6 Production Environment Planning and Testing:

1.6.1 The CONTRACTOR and the COUNTY shall jointly prepare the Production Test Plan that will provide a basis for Acceptance Testing of the Production environment of the System using the Test Specifications developed in Subtask 1.3. Included in this plan are tests of the System interface/integration that may be required with all vendors. This plan shall detail the test concepts, procedures, required materials, required environment, test equipment, test processes, sequences, resources, responsibilities and overall planning for the Acceptance Testing of the Production environment.

1.6.2 The CONTRACTOR and the COUNTY shall review the Production Test Plan. The COUNTY may require revisions to the Production Test Plan and shall request such revisions to the CONTRACTOR as required. Before any Testing is executed, the Production Test

Plan must be approved, in writing, by the COUNTY and shall be the sole basis for the Acceptance Testing of the Production environment.

1.6.3 The CONTRACTOR and the COUNTY shall jointly conduct the Production Testing of the System as documented in the Production Test Plan, utilizing the Acceptance Test Specifications Document. The CONTRACTOR and the COUNTY shall jointly conduct acceptance testing of the Production environment. It is expected that CONTRACTOR work cooperatively with all vendors as required by COUNTY. The CONTRACTOR shall document the results of each step of the Production test and shall identify all Deficiencies as measured against the required test Specifications.

1.6.4 The CONTRACTOR shall identify all Deficiencies as measured against the test Specifications identified in the Production Test Plan. The CONTRACTOR shall provide a written plan and timetable to resolve all Deficiencies. The CONTRACTOR shall provide any such documentation to the COUNTY within five (5) Working Days of the conclusion of the test.

The COUNTY will, in its sole judgment, specify a list of Deficiencies and specify a timetable upon which re-testing shall be conducted. The CONTRACTOR shall resolve all Deficiencies within the COUNTY specified timetable and notify the COUNTY in writing that the System is ready for re-testing. Re-testing shall follow the COUNTY-approved Production Test Plan, unless prior approval is obtained in writing from the COUNTY.

In the event that the COUNTY finds that the CONTRACTOR has not corrected all Deficiencies, the cycle of corrective action by CONTRACTOR and re-testing may, at the County's sole judgment, be repeated. The COUNTY shall provide written approval of the Production test after all tests have been successfully executed and documented.

1.7 Final System Acceptance Test:

During Production Testing, COUNTY will review System performance, reconcile data output, and ensure consistency with Specifications of all Application Software modules. COUNTY will document and provide evidence of such Deficiencies to CONTRACTOR within ten (10) working days following this thirty (30) day testing period, or as otherwise agreed to in writing by CONTRACTOR and COUNTY. CONTRACTOR shall correct any and all Deficiencies. COUNTY will notify CONTRACTOR in writing of successful completion of each Phase or sub phase Acceptance Testing.

1.8 Final System Acceptance Test Report:

The CONTRACTOR shall submit to the COUNTY a Final System

Acceptance Report, within five (5) working days of the successful completion of all tests. The report shall state that all test criteria were successfully completed.

The COUNTY will review the test results and determine, in its sole judgment, if any tests need to be re-run by the CONTRACTOR and/or the COUNTY. The COUNTY will provide written approval of the Final System Acceptance Test Report, or written notice of disputed items, within seven (7) working days of receipt of the report.

The County's written approval of the Final System Acceptance Test Report shall constitute the County's Final Acceptance of the System.

**CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLIC HEALTH
INFORMATION NETWORK COUNTERMEASURE RESPONSE AND
ADMINISTRATION REQUIREMENTS**

The requirements elaborated in this document should serve to support and inform any activities set forth in this Agreement that relate to Countermeasure Response and Administration (CRA) requirements. These requirements have been issued to state and local health departments by the Centers for Disease Control and Prevention (CDC) to ensure alignment with national standards for bioterrorism preparedness and information technology.

Contractor shall ensure that all tasks and deliverables in this Agreement that relate to CRA adhere, where appropriate, to the requirements set forth below. Contractor shall make its best effort to couple any CDC CRA requirements with any additional requirements established by the County in order to execute the tasks and deliverables over the project period.

The Contractor is not subject to any successive versions of these requirements under this Agreement. Additional versions released by the CDC in order to amend the current set of CRA functional requirements shall be incorporated into future Agreements with Contractor.

**CENTERS FOR DISEASE CONTROL AND PREVENTION
COUNTERMEASURE/RESPONSE ADMINISTRATION FUNCTIONAL
REQUIREMENTS**

Version: 1.0

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1: INTRODUCTION

This document describes functional requirements and general workflows for systems implemented to manage specific actions taken to prepare for or respond to health events, collectively known as Countermeasure/Response Administration (CRA). Countermeasures include vaccination and other types of drug prophylaxis, as well as non-drug actions such as patient follow up activities and isolation and quarantine monitoring. The recipients of the countermeasures may include potential responders from the public and the private sector, identified exposed individuals, and the general public.

This document identifies minimum functional requirements to support a Countermeasure/Response Administration system and should in no way preclude a system from incorporating additional functionality beyond what has been covered in this document.

2: COUNTERMEASURE/RESPONSE ADMINISTRATION FUNCTIONAL REQUIREMENTS

The following requirements describe baseline functionality for any system(s) implemented to manage countermeasure/response administration data.

2.1 System Architecture: Broad system-level needs, such as flexible configuration, should be addressed by systems supporting CRA.

2.2 Campaigns: A CRA campaign is a set of specific actions taken over a definable period of time to provide protection for a potential health event or to contain and respond to a known health event. It may involve multiple agents, countermeasures and population groups and have multiple jurisdictions participating. The characteristics of a specific campaign may affect its functional and data collection requirements.

2.3 Organizations: Organizations may participate in CRA campaigns in one or more roles, such as that of state, metropolitan or local health department, administering facility, take response location, pharmaceutical distribution center, countermeasure preparation site, isolation or quarantine location, and referring organization. Example referring organizations are hospitals, police and fire departments, private doctors, and outbreak management teams.

2.4 Countermeasures: Countermeasures include pharmaceuticals such as vaccines, antibiotics, anti-virals, and other drugs, as well as medical supplies such as respirators and intravenous (IV) sets. Countermeasures also include actions such as follow up activities and isolation and quarantine monitoring.

2.5 Allocation and Tracking: Countermeasures in limited supply must be allocated to prioritize coverage of at-risk populations. The ordering, distribution and usage of limited supply countermeasures may require tracking at multiple levels of public health and coordination between multiple levels of public health.

2.6 Patients: The primary purpose of systems supporting CRA is to track the patients who received countermeasures and information about the countermeasures they received during CRA campaigns. The information collected might be used to conduct statistical analysis of the progress and efficacy of a campaign, identify patients who should be contacted because they have received a countermeasure of questionable safety or efficacy, or build response teams of protected individuals.

A user-friendly interface for retrieving previously entered patient information should be provided to reduce the occurrence of duplicate patient records and improve the validity of patient and countermeasure administration counts. Additionally, managing CRA information includes tracking patient isolation and quarantine, and adverse events identified during active and passive surveillance.

2.7 Analysis, Visualization and Report Generation: Detailed and aggregate reports of the CRA data should be available. Detailed reports may be used for quality assurance of data entry, to assist with any required follow up activities, or to provide lists of response team members for referring organizations. Aggregate reports may be used to show campaign progress and preparedness across the entire jurisdiction.

2.8 System Integration and Data Exchange: The CRA data should reside in a secure central repository. Systems supporting CRA should be able to exchange the data within the repository with partners using standardized data exchange formats and protocols.

2.9 Vocabulary Standards: Standard vocabulary lists and data structures have been defined by standards organizations. Where they exist, systems supporting CRA should use them. As additional standards are defined, they should be accepted and implemented.

2.10 Operations: Personnel, roles, and responsibilities necessary to support systems supporting CRA should be clearly defined.

2.11 System Security and Availability: Security of systems supporting CRA includes the protection of data from corruption and access by unauthorized individuals, as well as the protection of the actual systems supporting CRA from sabotage or other failure. A plan must be established for continuing campaign activities when systems supporting CRA are unavailable.

2.12 Privacy: Patients, organizations, and personnel must be protected from fraudulent and unauthorized use of their information.

2.1 SYSTEM ARCHITECTURE

2.1.1 Systems supporting CRA must offer configuration flexibility to capture information unique to each particular campaign.

2.1.1.1 Systems supporting CRA must have the flexibility to specify countermeasure data elements as required or optional based on the characteristics of the campaign under which a countermeasure is being delivered.

2.1.1.2 Systems supporting CRA must have the flexibility to collect protocol specific information when the specific protocol for a campaign or a drug requires that additional information be collected. Examples are location on the subject's body where the vaccination was administered, exact weight and age at administration for children receiving the countermeasure, risk factors, contraindications (e.g., allergy to latex or eggs, age restrictions).

2.1.2 Systems supporting CRA must support structured data entry for common forms and fields to ensure data integrity, validity, and standardization. A standardized data structure ensures that data mapping of common elements will only be necessary one time, rather than for each campaign.

2.1.3 Systems supporting CRA should ideally support multiple, quickly deployable options (e.g., disconnected tablets and web based) to support automated data collection at remote sites (e.g., ad-hoc clinics, emergency points of distribution).

2.1.3.1 Systems supporting CRA should provide the ability for computers in disconnected mode to reconnect to a server to share CRA data among other computers that operate in disconnected mode.

2.1.3.2 CRA data should be synchronized so that all instances of CRA applications working from the same server are able to share and use the same data.

2.1.4 Systems supporting CRA should be able to electronically record and store data using remote devices that may be uploaded to an aggregating system.

2.1.5 Systems supporting CRA should be capable of using configurable, domain-specific vocabulary.

2.2 CAMPAIGNS

2.2.1 Information about the characteristics of each campaign shall be captured.

2.2.1.1 Campaign information must include: a unique campaign identifier, the campaign name, agent(s) involved, start and end dates, a campaign type (e.g., preparedness, response), potential countermeasure(s), and jurisdiction(s) participating.

2.2.1.2 Campaign information should include: the sponsoring entity (i.e., the party initiating or managing the campaign) and population(s) to receive countermeasures (e.g., first responders, exposed individuals, the general population, population risk groups).

2.2.1.3 Campaign-specific information should also be stored, such as whether the campaign requires integration with outbreak monitoring capabilities, medical history collection, or response team building.

2.2.2 Systems supporting CRA must be able to support multiple concurrent campaigns.

2.2.3 Systems supporting CRA must be able to support merging multiple campaigns into one.

2.2.4 Systems supporting CRA must be able to support splitting a campaign into multiple campaigns.

2.2.5 Systems supporting CRA must be able to support linking campaigns.

2.2.6 Linking CRA campaign data with corresponding campaign data in other systems (e.g., outbreak management systems) must be supported.

2.2.7 Systems supporting CRA should allow for collection of additional data elements defined during a campaign. An example of this would be responses to a set of questions devised as a result of statistical analysis of follow up data.

2.2.8 Systems supporting CRA must have the flexibility to specify campaign data elements as required or optional based on the characteristics of the campaign.

2.2.8.1 It must be possible to redefine the set of required data to support the collection of a reduced amount of information, such as when the campaign involves a mass exposure.

2.2.8.2 It must be possible to redefine the set of required data to support the collection of an increased amount of information, such as when the campaign involves an investigational new drug (IND).

2.2.8.3 It must be possible to collect information about contraindications and risk factors during a campaign, and to flag a patient as needing a heightened level of monitoring. This may be needed when the pharmaceutical countermeasure is given despite the risk of side effects because the countermeasure poses less risk to the patient than the health event itself.

2.3 ORGANIZATIONS

2.3.1 Basic information about all organizations that participate in a CRA campaign must be captured and stored in a local instance of a public health directory.

2.3.1.1 Every organization must have a global identifier unique across all CDC partner jurisdictions.

2.3.1.2 All organizations with roles in CRA campaigns must be entered into a local instance of a public health directory.

2.3.1.2.a Organization data for a local instance of a public health directory includes: a globally unique object identifier known as an OID, the organization name and address (including street address, city, state or province, country, zip code, and county or parish), contact name, phone number, fax number, and type of organization (e.g., state agency, local agency, hospital).

2.3.1.2.b Authorized individuals must be able to add organizations “on the fly” to a local instance of a public health directory during entry of data that is linked to an organization.

2.3.2 In addition to the organization information stored in a local instance of a public health directory, the functional roles of the organization within a campaign (e.g., administering facility, take response location, pharmaceutical distribution center, isolation or quarantine location, referring organization) and any referring organization categories within a campaign (e.g., healthcare response team, public health response team) are required.

2.3.3 Every recorded countermeasure administration, patient follow up, take response reading, isolation or quarantine, or other type of patient encounter must be linked to the participating organization to promote tracing of possible safety and efficacy issues related to the organization where the encounter occurred. See section 2.6.3 Current Countermeasure Administration Data of this document for more information.

2.3.4 Information about all individuals with roles in support of CRA campaigns must be captured.

2.3.4.1 Every staff member must be assigned an identifier that is unique within the jurisdiction.

2.3.4.2 All staff members with roles in CRA campaigns must be entered into a local instance of a public health directory.

2.3.4.2.a Staff data includes: a jurisdictionally unique identifier, the individual’s name and a staff-known identification number (such as an American medical Association number, employee number, or other jurisdiction or organization-assigned number).

2.3.4.2.b Authorized individuals must be able to add staff members “on the fly” to a local instance of a public health directory during entry of data that is linked to a staff member.

2.3.4.3 In addition to the staff information stored in a local instance of a public health directory, the assignment of a staff member to multiple roles within multiple organizations must be supported. Examples of staff roles are: countermeasure administrator (e.g., vaccinator, other drug administrator), and patient follow up personnel.

2.3.5 The organization must be able to trace the electronic records of staff members to the actual people they represent.

2.3.6 Every record of a countermeasure administration, patient follow up, take response reading, isolation or quarantine or other type of patient encounter must include the staff person involved in the encounter to promote tracing of possible safety and efficacy issues related to the staff member involved in the encounter. See section 2.6.3 Current Countermeasure Administration Data of this document for more information.

2.4 COUNTERMEASURES

2.4.1 All pharmaceuticals administered must be identified by lot number and manufacturer.

2.4.2 Pharmaceutical inventory should be captured to identify and respond to issues with availability of pharmaceuticals and to track the distribution and use of controlled substances.

2.4.2.1 Inventory information must include: a unique identifier of the inventory record, the manufacturer, the lot number, and the expiration date.

2.4.2.2 Inventory information may include: the generic name, the brand name, quantity, manufacture date, unopened shelf life, re-packaged shelf life, shipped date, received date, and current location.

2.4.2.3 Inventory information may include: deactivation or destroyed status, date of deactivation or destruction, and reason.

2.4.3 Integration with pharmaceutical stockpiles should be supported.

2.4.3.1 Integration should support tracking the lot number, manufacturer, and other countermeasure/response administration-related information.

2.4.3.2 Systems supporting CRA should be able to determine the quantity allocated by the stockpile.

2.4.3.3 Systems supporting CRA should be able to report to the stockpile the quantity of the allocated countermeasure administered.

2.4.4 Validation of lot numbers must be used when recording countermeasure usage to ensure consistency and reduce the possibility of incorrect lot numbers.

2.4.5 Information must be stored about specific containers of prepared countermeasures, such as vaccine batch vials or large pill containers from which multiple patients may receive countermeasures.

2.4.5.1 Information about a prepared countermeasure container must include: unique identifier of the container, countermeasure name, date and time of re-packaging or alteration (e. g., reconstitution, first usage), facility where re-packaging or alteration occurred, staff member who performed the re-packaging or alteration, resulting amount of substance in the container, pharmaceutical name(s), lot number(s) and manufacturer(s), and maximum number of patient countermeasures that can be delivered from the container.

2.4.5.2 Support for the sharing of prepared countermeasure containers by multiple administering facilities is required.

2.4.5.3 It must be possible to deactivate a prepared countermeasure container and record the reason for and date of deactivation.

2.4.5.4 If a prepared countermeasure container is destroyed, the reason for and date of destruction should be captured.

2.4.6 Every patient encounter shall be linked to any countermeasure(s) administered to the patient during the campaign to promote tracing of possible efficacy and safety issues related to the pharmaceutical lot or the prepared countermeasure container. See section 2.6.3 Current Countermeasure Administration Data of this document for more information.

2.5 ALLOCATION AND TRACKING

Pharmaceuticals in limited supply must be allocated to prioritize coverage to at-risk populations. The ordering, distribution and usage of limited supply pharmaceuticals may require tracking at multiple levels of public health and coordination between multiple levels of public health.

2.5.1 Systems supporting CRA must be able to manage allocation and tracking of countermeasures from a central location, whether it is national, territorial, state or local.

2.5.2 Systems supporting CRA must be able to track and allocate countermeasures based on available quantities or apportionments.

2.5.2.1 The location and amount of the specific countermeasure within a jurisdiction should be recorded as contributing to the available quantities.

2.5.2.2 Information about any pre-booked orders of the product must be available.

2.5.3 Systems supporting CRA must be able to base allocations upon assessment of high priority populations and usage guidelines for formulations matched to risk populations.

2.5.3.1 The quantity requested to provide coverage should be recorded and used in determining apportionments.

2.5.4 Systems supporting CRA must support order placement, fulfillment, and status.

2.5.5 Systems supporting CRA must be able to convert order size (e.g., dosage) to packaging.

2.5.6 Systems supporting CRA must be able to reduce allocations to a jurisdiction based on amounts ordered.

2.5.7 Systems supporting CRA must be able to reallocate based on changes to requested allocations.

2.6 PATIENTS

2.6.1 Patient Demographic Data

2.6.1.1 Demographic information about all patients who received countermeasures in a CRA campaign must be collected.

2.6.1.1.a Each patient must be identified by a patient identifier that is unique within the jurisdiction.

2.6.1.1.b Demographic data must include: patient identification number, year of birth (though the full date of birth may be captured, only the year of birth is specifically required), gender, state of residence, and occupation.

2.6.1.1.c Demographic data may include: contact information (name, addresses such as residence and transitional, home

and work phone numbers, fax number, and other pertinent communication paths (e.g., cell phone, pager, e-mail), date of birth, zip code, county and country of residence, state where employed, ethnicity, and race.

2.6.1.1.d Additional identifiers such as social security number, driver's license number, and passport number may be included to validate the uniqueness of the patient.

2.6.1.1.e For patients who may be serving as responders in a campaign, information on referring organization, occupation, expertise and role on a response team should be collected.

2.6.1.1.f Systems supporting CRA should provide the ability to capture patient identification and demographic data for each encounter (e.g., countermeasure administration, follow up) during a campaign. Edits to these data may only be made in association with continued follow up of the encounter.

2.6.1.2 Systems supporting CRA must be able to provide a means for locating and contacting patients who do not return for follow up visits, who must be monitored for compliance, or who might have received a countermeasure for which an issue has been discovered.

2.6.1.3 Systems supporting CRA must have the flexibility to specify demographic data elements as required or optional based on the characteristics of the campaign under which a countermeasure is being delivered.

2.6.1.4 Every patient should be represented only once in systems supporting CRA.

2.6.1.4.a Patient record search and retrieval functionality is required to promote the elimination of multiple patient records for the same patient and allow authorized users to efficiently retrieve an existing record to be updated.

2.6.1.4.b Matching functions must be provided to match patient records based on meaningful identifiers to reduce duplication of patient data.

2.6.1.4.c To accurately represent the level of preparedness, it must be possible to verify that responders are represented only once in systems supporting CRA and to validate all their level of protection based upon the vaccinations and prophylaxis that they have received.

2.6.1.5 Sufficient information about patients must be captured electronically to link patient records to the actual people they represent, either manually or by the use of identifying information stored within systems supporting CRA. This link is necessary to support public health investigations, including exposure contact investigation, and to communicate with patients who need to receive countermeasures or who require post-administration follow up, including safety and efficacy follow up.

2.6.1.6 It must be possible to link patient records to corresponding case and/or exposure contact records in systems used to manage outbreak data.

2.6.1.7 Patients who are willing to participate in more extensive follow up including detailed surveys and photos should be electronically identifiable.

2.6.2 Historical Data

2.6.2.1 Collection of historical information such as medical history (e.g., vaccination), disease history, and other medical history including but not limited to medications and pre-existing medical conditions must be supported.

2.6.2.2 Systems supporting CRA must have the flexibility to specify historical data elements as required or optional based on the characteristics of the campaign or the countermeasure involved. For example, the data may be used in statistical analysis to determine whether a previously received countermeasure has an impact on the result of the countermeasure currently being administered.

2.6.2.3 Historical information collected must include a history identifier that is unique within the jurisdiction, the patient involved, and the campaign during which the history was collected.

2.6.2.4 In addition to the general historical information, medical history data may include the date, the result (e.g., take response, outcome), and the occurrence of adverse events.

2.6.2.4.a Medical history date may be an actual date, a year, or a general value (e.g., childhood, adulthood).

2.6.2.4.b In addition to specific responses to medical history questions, aggregate information such as the total number of

previous administrations will be captured (e.g., total doses of a vaccine administered to a person).

2.6.2.5 Disease history must include the name of the disease (from a standard list of diseases), date or timeframe (e.g., childhood, adulthood) when the patient had the disease, and comments about the progression of the disease.

2.6.2.6 Medication history information must include the name of the medication (from a standard list of medications), the reason for taking the medication, and the timeframe and dose taken.

2.6.3 Current Countermeasure Administration Data

2.6.3.1 Entry and tracking of current countermeasure administration data must be provided.

2.6.3.2 Every countermeasure administration record must be assigned at least one unique identifier, such as the Patient Vaccination Number (PVN) used to identify vaccination events in the National Smallpox Preparedness Program.

2.6.3.2.a The identifier for the countermeasure administration record must be unique within the jurisdiction.

2.6.3.3 Every countermeasure administration record is to be linked to the campaign under which it was administered.

2.6.3.4 Each countermeasure administration record must be linked to the original patient record.

2.6.3.5 Countermeasure administration data must include: the actual dosage, the date of administration, the administering facility, the state where administered, the person who ordered the countermeasure, and the person who administered the countermeasure.

2.6.3.5.a The referring organization for patients referred for countermeasure administration as preparation for serving on a response team must be captured.

2.6.3.5.b The body site where the countermeasure was administered should be captured.

2.6.3.5.c Each patient encounter will be linked to all the specific prepared countermeasure containers (e.g., specific vaccine vials) from which the countermeasure was dispensed

to the patient. Through the prepared countermeasure container, the countermeasure can be traced to all pharmaceutical lots used.

2.6.3.6 Systems supporting CRA must be able to capture the administration of more than one countermeasure during a patient encounter; for example, the administration of both antibiotic prophylaxis and vaccination to a patient exposed to inhalational anthrax.

2.6.3.7 Systems supporting CRA must support recording the administration of single and multiple doses of a countermeasure, and combinations of pharmaceuticals that may be dispensed as a countermeasure.

2.6.3.8 Each countermeasure administration record will be traceable to the specific facility and administrator involved in the administration of the countermeasure.

2.6.3.9 Sufficient information is required to identify all patients who received countermeasures at a specific facility, by a specific person, or from a specific container, in the event of issues arising with the facility, the administrator, the container, or the pharmaceutical lots in the container.

2.6.3.10 Sufficient information must be recorded to determine when a patient should return for a follow up visit for administration of an additional countermeasure or evaluation, such as a smallpox take response reading.

2.6.3.11 The acceptance of potentially incomplete patient and patient countermeasure information from external sources such as systems used to manage outbreak data must be supported. This might consist of an electronic request to administer a countermeasure to a patient or an electronic record of a countermeasure that has already been administered.

2.6.3.12 The participation of a patient in more than one campaign must be supported. For example, systems supporting CRA must be able to record that a single person received a smallpox vaccination during the National Smallpox Preparedness Program and anthrax prophylaxis during an anthrax response campaign.

2.6.3.13 It must be possible to track a patient's progress through a series of countermeasures, such as the anthrax vaccination series, in which the appropriate time between the individual administrations

varies depending on how many vaccinations have been received previously.

2.6.4 Patient Follow Up

2.6.4.1 Systems supporting CRA must provide the capability to conduct and record the results of patient follow up

2.6.4.1.a The follow up event may be a telephone contact with a patient or an actual in-person encounter.

2.6.4.1.b The follow up event may address administration of an additional countermeasure, response to medications, symptom tracking for adverse events, compliance monitoring and other activities such as reading and recording a take response to a vaccination.

2.6.4.2 Systems supporting CRA must have the flexibility to support follow up information that varies based on the type of countermeasure administered.

2.6.4.3 Each patient follow up record will be linked to the corresponding countermeasure administration record.

2.6.4.4 Follow up information must include a follow up event identifier that is unique within the jurisdiction.

2.6.4.5 Follow up information may include: the corresponding patient encounter, responses to follow up questions, reason for non-availability of information, adverse event information, general comments, the facility where the follow up event occurred, the identity of the staff member conducting the follow up, and the date the follow up event occurred, as applicable.

2.6.4.5.a The capability to record responses to sets of follow up questions provided as a part of campaign or countermeasure guidelines must be supported.

2.6.4.6 Systems supporting CRA must be able to capture information on the success (e.g., take response) or failure (e.g., lack of take response) of a countermeasure administration, as this information will be required for some types of countermeasures.

2.6.4.7 A take response exam is a special type of follow up involving determining the outcome (e.g., take response) of a smallpox

vaccination (or possibly other currently unidentified countermeasures).

2.6.4.7.a The capture of the exam outcome (e.g., major, equivocal, not available), take reader, take location, and adverse event information are required.

2.6.4.7.b If a take response cannot be collected, a reason for the lack of take availability should be captured.

2.6.4.8 The linking of CRA patient countermeasure administration data with any corresponding cases in a surveillance system should be supported.

2.6.4.9 Systems supporting CRA should provide for the linking of CRA patient countermeasure administration data with any corresponding adverse events in an adverse event reporting system. An example of such a system is the Vaccine Adverse Event Reporting System (VAERS), available at www.vaers.org.

2.6.5 Adverse Event

If an affected person suffers a negative reaction to administered vaccinations or prophylaxis, adverse event data may be collected to determine whether additional countermeasures are needed, whether there is an issue with a particular lot of a pharmaceutical, whether pharmaceuticals dispensed from a certain container or batch show unusual trends, or whether a specific facility or administrator has a high number of adverse events.

2.6.5.1 Data should be collected to describe the characteristics of the reaction, the amount of time lapsed between the entity receiving the countermeasure and the onset of symptoms, pharmaceutical lot and batch information, as well as countermeasure administration information (including the location and administrator).

2.6.6 Isolation and Quarantine

Isolation and quarantine involves overseeing the movement of subjects involved in a health event, whether the restriction is voluntary or involuntary. This data is useful for public health officials who are tracking the progress of the campaign and administration of countermeasures to subjects who were exposed or potentially exposed to a health event.

2.6.6.1 Recording and tracking of isolation and quarantine information must be supported.

2.6.6.2 Systems supporting CRA must be able support quarantine or isolation authorizations that are issued to restrict a patient's movement.

2.6.6.2.a Systems supporting CRA must have the flexibility to support authorization information that varies based on the type of isolation or quarantine imposed. Examples of authorization information include: the campaign under which the isolation or quarantine is authorized, the agent, the level of the authorizing authority (e.g., federal, state, local), the court order number, the name of the person who signed the court order, the type of order (e.g., group, individual), the nature of the restriction (e.g., voluntary, mandatory), the type of restriction (e.g., work, food, shelter in place), and the organization and staff member responsible for administering the authorization.

2.6.6.2.b Each quarantine or isolation authorization must be assigned an identifier that is unique within the jurisdiction.

2.6.6.2.c If the order is for a group of people, a description of the group is required.

2.6.6.2.d If the order is for an individual, information useful to identify or locate the person should be captured.

2.6.6.2.e Isolation and quarantine data should be communicated to the monitoring site to monitor the case's location, health status, and compliance with the order.

2.6.6.3 Each patient isolation or quarantine event must be tied to the patient, campaign and authorization involved.

2.6.6.3.a Patient demographics must be collected for the restricted patient. See section 2.6.1 Patient Demographic Data of this document for more information.

2.6.6.3.b Systems supporting CRA must have the flexibility to support event information that varies based on the type of isolation or quarantine imposed. Examples of event information include: a unique event identifier, the patient, the attending physician, the isolation or quarantine authorization, contact information (e.g., address and telephone numbers) for the isolation or quarantine location (e.g., organization previously identified as participating in the campaign as an isolation or quarantine location, patient's private residence),

contact information for a relative or friend of the patient, the start and stop date, and the facility and staff member responsible for monitoring the patient.

2.6.6.3.c Each quarantine or isolation event must be assigned an identifier that is unique within the jurisdiction.

2.6.6.4 Monitoring of isolated or quarantined patients is to be supported by triggering and capturing the results of investigator activities such as daily telephone calls and visits to the isolation or quarantine location.

2.6.6.4.a Based on the type of restriction imposed, monitoring information may include: the patient, the patient isolation or quarantine event, temperature and symptom details, date and time of monitoring encounter, staff member who conducted the monitoring, number of attempts to contact the patient, the type of encounter (e.g., visit, telephone), whether the patient is complying with the quarantine order, person spoken to if monitoring occurred by phone call.

2.6.6.4.b When the restriction is ended, the discharge date, reason and staff member authorizing the discharge should be captured.

2.6.6.4.c Each isolation or quarantine monitoring event must be assigned an identifier that is unique within the jurisdiction.

2.6.6.4.d Symptom tracking and/or surveillance is required as part of an isolation or quarantine monitoring event. The symptoms tracked will be from a limited list of symptoms, generally defined by a standards development organization (SDO).

2.6.6.4.e Possible cases identified as a part of symptom tracking and/or surveillance should be reported to systems managing contact exposure tracing.

2.6.6.4.f When monitoring occurs by telephone, the identity of the person contacted (e.g., patient, relative, healthcare worker at the quarantine site) should be captured.

2.7 ANALYSIS, VISUALIZATION AND REPORT GENERATION

2.7.1 Systems supporting CRA should allow for analytical searches based upon multiple criteria.

2.7.2 Systems supporting CRA should have the ability to produce charts, maps and graphs that illustrate countermeasure and response data, including mapping patients by zip code or municipality.

2.7.3 Reporting categorized by administering or dispensing organization, by referring organization, and by prepared countermeasure container must be available.

2.7.4 Reports showing detailed inventory information and calculation of pharmaceutical usage are required.

2.7.5 Daily detailed reports must be provided for use in proofing data entry of all types of patient information.

2.7.6 It must be possible to generate date-driven contact lists of patients in need of follow up.

2.7.7 Lists of patients by their referring organizations should be produced for use in building and managing response teams. There should be at least two such reports: one to identify all persons referred for countermeasures and to indicate their status, and one to identify "protected" individuals able to serve on response teams.

2.7.8 Systems supporting CRA should generate electronic data dictionaries for configurable data (or other user-defined data descriptions to assist with effective data exchange).

2.7.9 Aggregate reports are required for each campaign to show patient counts such as number of patients who received countermeasures, number of patients for whom the countermeasure did not have the desired outcome (e.g., an equivocal take for a smallpox vaccination), and number of patients complying with prescribed countermeasures.

2.7.9.1 The aggregate reports should have multiple sorting and selection options; for example, time period, region, and administering or dispensing site.

2.7.10 For campaigns that specifically support tracking patients who did not receive countermeasures, aggregate reports are required to show patient counts such as number of patients who did not receive countermeasures.

2.7.11 Reports showing the projected number of patients to receive countermeasures by region or by administering site should be available.

2.7.12 Systems supporting CRA should have the ability to product pre-formatted queries and reports to allow faster and more accurate reporting, while still allowing the flexibility of ad-hoc reporting.

2.7.13 Data must be shared among state and local jurisdictions and national partners.

2.7.13.1 Sufficient data must be provided to national partners to allow the creation of national reports of aggregate information (including mapping) to be used to track campaign progress. For campaigns with a response team component, national reports may also be produced to evaluate overall preparedness. See section 2.8 Systems Integration and Data Exchange of this document for more information.

2.7.13.2 Jurisdictions must have the ability to receive and process aggregate data from national partners.

2.7.14 Post-campaign data should be aggregated into a centralized data store (e.g., data warehouse) designed specifically to support analysis of events over time.

2.7.14.1 Data should be accessible for use with commonly available analytical tools (e.g., SAS, SPSS, EPI-INFO, MS Access, MS Excel, Crystal Reports).

2.8 SYSTEM INTEGRATION AND DATA EXCHANGE

Systems integration requirements specific to systems supporting CRA are included in the section below and describe the types of data that these systems should be able to send and receive. This section is limited to describing the types of data exchange that must be supported; not the requirements for transporting the data. Bi-directional, secure exchange of data with partner organizations supports public health investigations across all levels of public health. Message construction and parsing, and secure data transport requirements that span Public Health Information Network (PHIN) functional areas are separately defined and should be reviewed in "PHIN Preparedness Cross Functional Components Requirements," available at www.cdc.gov/phin.

2.8.1 CRA information collected from multiple sites or systems must be consolidated prior to exchanging it with partner organizations.

2.8.2 Systems supporting CRA must be able to receive, parse and process messages for countermeasure administration requests. This requirement is identified as a key performance measure for assessing preparedness as described in PHIN Preparedness Key Performance Measures, available at www.cdc.gov/phn .

2.8.2.1 When patients identified for countermeasure administration or follow-up are managed separately from the system that supports CRA (such as a system that supports outbreak management), the system supporting CRA must be able to receive and acknowledge information regarding follow-up activities for those patients.

2.8.3 Systems supporting CRA should be able to create and send messages for countermeasure administration requests, in accordance with PHIN Countermeasure Administration – Referral Message Implementation Guide, available at www.cdc.gov/phn .

2.8.4 Systems supporting CRA must be able to exchange messages for countermeasures that have been administered. This requirement is identified as a key performance measure for assessing preparedness as described in PHIN Preparedness Key Performance Measures, available at www.cdc.gov/phn .

2.8.4.1 Sufficient data must be supplied to national partners to conduct statistical analysis including, but not limited to, countermeasure safety and efficacy, trends in adverse events, compliance, and preparedness level.

2.8.5 Systems supporting CRA must be able to notify all concerned parties that corrective action may be required, such as re-training of staff and/or recall of patients for additional countermeasures, when safety and efficacy issues with a countermeasure or the campaign staff at a particular administering facility are discovered. For more information, refer to PHIN Preparedness Partner Communications and Alerting Functional Requirements, available at www.cdc.gov/phn.

2.8.6 Systems supporting CRA must demonstrate the ability to exchange messages for adverse events identified during active surveillance. This requirement is identified as a key performance measure for assessing preparedness as described in PHIN Preparedness Key Performance Measures, available at www.cdc.gov/phn .

2.8.7 Systems supporting CRA must be able to exchange aggregated data. Examples of aggregated data to be supported are: patient counts such as number of patients who received countermeasures; number of patients for whom the countermeasure did not have the desired outcome

(e.g., an equivocal take for a smallpox vaccination); and number of patients complying with prescribed countermeasures.

2.8.8 Systems supporting CRA should have the ability to receive data such as pharmaceutical information, campaign setup information, and vocabulary from authorized partner organizations, such as the CDC.

2.9 VOCABULARY STANDARDS

It is recommended that standards be used across systems supporting CRA; however, it is required that vocabulary standards be used when exchanging data. Vocabulary requirements specific to systems supporting CRA are included in the section below. Terminology requirements that span PHIN functional areas are separately defined and should be reviewed in "PHIN Preparedness Cross Functional Components Requirements", available at www.cdc.gov/phn.

2.9.1 Systems supporting CRA functionality should follow defined data standards including but not limited to standards defined by the healthcare industry, national and international standards organizations (e.g., FIPS, ISO), and the public health community.

2.10 OPERATIONS

Operational requirements, such as system backup policies and procedures, continuity of operations, system monitoring, and employee training ensure that public health partners can effectively support activities in CRA and other PHIN functional areas. Operational requirements that span PHIN functional areas should be reviewed in "PHIN Preparedness Cross Functional Components Requirements", available at www.cdc.gov/phn.

2.10.1 Policies regarding data synchronization should be defined to support multiple deployment options as discussed in section 2.1 System Architecture of this document.

2.10.2 Configuration management protocols and personnel should be identified to support multiple deployment options.

2.10.2.1 Protocols and personnel should be identified to support the set-up and configuration of laptops and other field devices used in CRA campaigns.

2.10.2.2 Processes and personnel should be identified to support the configuration of required and optional data elements based upon the

agent, the countermeasure (e.g., licensed, investigational new drug), and the type of campaign (e.g., mass response, controlled pre-event response).

2.10.3 Policies and procedures should be in place for determining when follow up and isolation and quarantine monitoring should be done as a function of contact exposure tracing, rather than as a part of a focused countermeasure administration and response effort.

2.11 SYSTEM SECURITY AND AVAILABILITY

Systems and data supporting CRA must be protected from sabotage, corruption and unauthorized access, and must be available subsequent to a catastrophic event. Security requirements specific to systems supporting CRA are included in the section below. Security and Availability requirements that span PHIN functional areas are separately defined and should be reviewed in "PHIN Preparedness Cross Functional Components Requirements", available at www.cdc.gov/phin.

2.11.1 A user's access to data will be limited by defined "filters" including but not limited to campaign (e.g., user may view data about the National Smallpox preparedness program but not the Anthrax Outbreak of 2001), organization (e.g., data entry user for Facility A cannot view Facility B's data), and user functionality (e.g., follow up user is permitted to see only the patient's name and contact information).

2.12 PRIVACY

Privacy requirements ensure that sensitive information is not accessibly to unauthorized uses. Privacy requirements are broadly defined because they span all PHIN functional areas. These requirements should be reviewed at in "PHIN Preparedness Cross Functional Components Requirements," available at www.cdc.gov/phin

DISPUTE RESOLUTION AND ESCALATION PROCEDURES

**HLN Consulting, LLC (HLN)
August 30, 2006 through August 29, 2007**

Dispute Avoidance

Contractor and County shall make every effort to resolve any disputes that arise in relation to this Agreement. In an effort to minimize the potential for disputes, Contractor shall establish a set of project management processes and procedures, based on best practices, agreeable to the County Project Director and respective Project Managers.

Contractor shall work with County to implement the following set of project control and management procedures:

- Definition of a communication process for County and Contractor to address tasks and deliverables under this agreement and obtain formal sign off of all relevant project artifacts.
- Establishment and maintenance a project plan for monitoring and reporting progress, status, and project issues in frequent intervals throughout project period.
- Establishment of a risk management process, for identifying, reporting, and mitigating problems that may arise.
- Development of a Work Plan (for analytical and documentation deliverable tasks) that identifies roles and responsibilities of both County and Contractor personnel. The work plan shall summarize the activities, inputs, and schedules for completing the activities. Work plan shall also specify how requests will be reviewed and decisions handled throughout project period.
- Development of a Software Development Plan (for software development tasks) that states agreed upon assumptions and identifies roles and responsibilities of both County and Contractor personnel. The software development plan shall specify software methodologies, tools and techniques for implement software and ensuring quality. Software development plan shall identify County hardware, software, tools, and environments essential for execution of the task.

Dispute Resolution

As noted in the Dispute Avoidance section above, Contractor and County shall define a formal means by which respective parties may report issues and problems that arise. Software defects identified during functional testing shall be reported to HLN via HLN's electronic ticketing system. The procedures for this process shall be specified in detail in the Software Development Plan for each relevant task. Issues with analyses and technical documentation will be reported by County to Contractor in accordance with procedures defined in Work Plan.

Escalation Procedures

In the event that a dispute arises, Contractor or County will issue serious concerns to the respective Project Manager for resolution. In cases where disputes cannot be resolved at the level of the Project Manager, an official dispute report should be submitted to the respective Project Director for immediate intervention. Dispute reports can be submitted by either party but shall include the following components:

- thorough description of the issue requiring resolution
- description of efforts undertaken to resolve the issue
- recommendations or proposed solutions for resolving the issue
- revised project schedule for implementation of recommended solution (if project timelines have been adversely impacted)

In an effort to work quickly to resolve dispute, the Project Director from either the Contractor or the County is required to issue a formal response, in writing, within 5 working days of receipt of the dispute report via electronic memo. The submitting Project Director shall review the response provided and either accept or reject it within 2 days. If after this, a resolution cannot be reached, County and Contractor shall have three (3) additional working days to negotiate in good faith to resolve the dispute.

If an agreement still cannot be reached, either party has the option to enact third-party representatives to participate in a Dispute Resolution Panel. The implementation of a third-party Dispute Resolution Panel shall be handled as follows:

- a. Either party can initiate a request for a Dispute Resolution Panel in writing, if they adhered faithfully to the escalation procedures indicated previously in this Exhibit.
- b. Upon initiation of this request, each party to this Agreement shall appoint one representative to the Panel.

- c. The two appointed representatives shall appoint an additional representative to the Dispute Resolution Panel. Each party shall bear any costs for its panel representative and share equally the costs of the third representative.
- d. The Dispute Resolution Panel shall review the facts, contract terms, and any other applicable statutes and rules in order to make a determination on the dispute as quickly as reasonably possible.
- e. The Dispute Resolution Panel shall render its decision in writing and the determination of the Dispute Resolution Panel shall be final and binding for both Contractor and County.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

7-07-06

**ADDITIONAL TECHNICAL REQUIREMENTS FOR
DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT
SYSTEM AND ENHANCEMENTS TO THE LOS ANGELES IMMUNIZATION
NETWORK (LINK)**

1.0 GENERAL REQUIREMENTS:

This section describes the overall System architecture and defines the CONTRACTOR responsibilities. These general requirements are included to ensure that each deliverable provided by the CONTRACTOR under Exhibit A (Statement of Work) is acceptable to the COUNTY.

1.1 System Architecture:

The System shall utilize an open system architecture (i.e., a non-proprietary architecture) that is capable of inter-operating on various or multiple industry hardware, common operating systems, and relational database platforms. The open System architecture shall extend to interface technologies, workstation Graphical User Interfaces (GUI), query and reporting languages, and protocols such as Health Level Seven (HL7). The System shall also support web-enabled technologies.

The server(s)/host located at designated County facilities will connect to local facilities and workstations throughout the Department of Public Health (DPH) Local Area Network/Wide Area Network (LAN/WAN) infrastructure.

Workstations will use GUI-based software to interface seamlessly and transparently between all software modules. Interfaces between the Los Angeles Immunization Network/Bioterrorism (LINK/BT), SNS-IMS System, and County PHIN infrastructure will be based on HL7 using the PHIN standard interface engine from Microsoft using their BizTalk product line and Hewlett Packard (HP) servers.

All data maintained by the System will reside in the relevant LINK/BT and/or SNS-IMS databases, and be a relational database management system compatible with the DPH preferred ORACLE or Microsoft Structured Query Language (MS SQL) database platforms. All related LINK/BT and SNS-IMS modules or applications such as the Person Matching Module and Facility Profile application should be consistent with these requirements. The database to support all components must be scalable and capable of expansion.

2.0 SYSTEM HARDWARE SPECIFICATIONS

Since the Contractor does not provide ongoing maintenance and support for System hardware, Contractor shall only be responsible for the specifications of System Hardware related to operation of any System components developed or customized under this Agreement. The System server(s) shall be located on the premises of a DPH facility.

The System specifications for server(s) and Diagnostic workstations, Modality Interfaces, WEB server(s), router(s), and firewall server(s) shall satisfy the requirements listed below:

2.1 System Server(s) Specifications:

- 2.1.1 The System shall utilize an open system architecture (i.e., a non-proprietary architecture) that is capable of interoperating on various or multiple industry-standard hardware, common operating systems, and relational database platforms.
- 2.1.2 The open systems architecture shall extend to interface technologies, Workstation GUI, query and reporting languages, and protocols such as HL7.
- 2.1.3 The CONTRACTOR shall describe the required hardware platform(s) for the proposed System (e.g., HP, DEC Alpha, Sun - Solaris, IBM - AIX, etc.)
- 2.1.4 The System database shall reside on the System server(s). This may be independent of the server(s) dedicated to the System application software.
- 2.1.5 The System Hardware and System tables shall be sized to handle the current load with a growth factor of ten percent (10%) per year over the next five years.
- 2.1.6 The System shall be available no less than 99% of the time, excluding scheduled downtime. The specification for server(s) configuration shall provide for redundancy, online maintenance, or some other method to attain the required availability.

2.2 System Web Browser Hardware Specifications:

- 2.2.1 The CONTRACTOR shall specify the recommended Personal Computer (PC) Workstation for the System web browser application. It is a strategic objective of the COUNTY to maximize the utilization of desktop Workstations. The CONTRACTOR shall specify the minimum and recommended Workstation platform and configuration, which shall include, but not be limited to, the following:

- Processor model, type, and speed
- Memory
- Hard Disk storage
- Operating System

Note: For the purposes of this Agreement, Workstation is defined as any Intel-processor-based or compatible personal computer capable of running *Microsoft Windows 2000*, or higher.

2.2.2 The COUNTY shall purchase the PC workstations, as needed, to support the recommended System specifications.

2.3 **Web Server(s) and Firewall Server(s) Specifications:**

2.3.1 The CONTRACTOR shall be responsible for the specifications of required peripherals, LAN (if required), System WEB server(s) and firewall server(s). COUNTY shall provide for purchase, installation, setup, testing and maintenance of required components.

2.3.2 The WEB and firewall server(s) specified shall be capable of providing external interfaces through the Internet.

2.3.3 The WEB and firewall servers specified shall be sized to handle the current load with a growth factor of ten percent (10%) per year over the next five (5) years.

2.3.4 Specifications should identify the WEB server(s) firewall server(s), router(s), and required peripherals that will support an availability of 99%

3.0 **OPERATING SOFTWARE:**

The CONTRACTOR shall be responsible for the specifications of the operating software. The operating software includes the Workstation GUI, middleware, operating system and any other software needed to operate the System. The operating software shall comply with, but not be limited to, the requirements defined below:

- 3.1 The software shall be fully compliant with Year 2000 processing.
- 3.2 The software processing logic shall include the ability to process next century dates without error or abnormal termination conditions, as well as current century dates for transactions with next century end dates.
- 3.3 The System databases and files shall include century digits for all date fields.
- 3.4 The System shall use the PHIN standard interface engine from Microsoft using their BizTalk product line and HP servers for communication with interfacing systems.
- 3.5 The System shall use a relational database management system compatible with the DPH preferred ORACLE or MS SQL database platforms. The relational database management system (RDBMS) shall have an industry-standard version of Structured Query Language (SQL) and/or a report writer, data retrieval tool. All System data-related transactions should be based on SQL-92 or higher.
- 3.6 The CONTRACTOR shall identify any SQL extensions which are proprietary SQL extensions or which may otherwise cause incompatibilities with the existing DPH ORACLE or MS SQL database

- platform.
- 3.7 The System shall be compliant with national health information systems standards such as HL7 and PHIN, as well as the Health Insurance Portability and Accountability Act (HIPAA).
 - 3.8 The System WEB server(s) specifications shall include, but not be limited to, the following features:
 - 3.8.1 Act as a virtual host
 - 3.8.2 Act as a proxy server
 - 3.8.3 Perform caching when running as a proxy
 - 3.8.4 Handle multiple file formats
 - 3.8.5 Protect against unauthorized access
 - 3.9 The System firewall shall include, but not be limited to, the following features:
 - 3.9.1 Firewall compatible to COUNTY standard
 - 3.9.2 Packet filtering on address, recipient, and content
 - 3.9.3 Restricting inbound access
 - 3.9.4 Virus scanning
 - 3.9.5 Fine grain filtering

4.0 APPLICATION SOFTWARE:

The CONTRACTOR shall be responsible for the specification, purchase, installation, setup, and testing of any application software included in the Software (Application Software). This includes the proposed Application Software needed to support the System including all the functionalities. The Application Software functions shall include, but are not limited to, the following:

- 4.1 The System shall be a fully integrated on-line real-time and batch processing System.
- 4.2 The software shall be fully compliant with Year 2000 processing.
- 4.3 The software processing logic shall include the ability to process next century dates without error or abnormal termination conditions, as well as current century dates for transactions with next century end dates.
- 4.4 The System databases and files shall include century digits for all date fields.
- 4.5 The System shall be compatible with HL7 protocols for communication with interfacing systems.
- 4.6 The System shall use a RDBMS, preferably ORACLE or MS SQL. The RDBMS shall have an industry-standard version of SQL and/or a report writer, data retrieval tool. All System data-related transactions should be based on SQL-92 or higher.
- 4.7 The CONTRACTOR shall identify any SQL extensions which are proprietary SQL extensions or which may otherwise cause incompatibilities with the existing DPH ORACLE or MS SQL database platform.
- 4.8 System compliance shall include, but not be limited to, the requirements of the national health information systems standard, PHIN, and HIPAA.

- 4.9 The System shall provide the functionalities and meet the requirements as described in this Exhibit A.4, Statement of Work, Exhibit A, and CDC PHIN CRA Requirements, Exhibit A.2.

5.0 DATABASE:

The CONTRACTOR shall provide specifications for the relational database required to support the System. CONTRACTOR shall specify recommendations to COUNTY that will maximize efficient System performance and business processes.

6.0 REPORTS:

The CONTRACTOR shall provide a query and ad hoc reporting capability for information in the System's relational database. These capabilities are in addition to the search and identification capabilities described in 4.0 - Application Software.

The CONTRACTOR shall also provide standard (i.e., pre-defined) reports including a list, description, and layouts of all reports available in the System. The report production frequency of the various standard reports shall vary according to the types of reports (i.e., daily, weekly, monthly, and yearly, on-request, etc.). This will be determined during System implementation planning.

6.1 Query and Reporting Capability:

The System shall have a specific, user-friendly, query and reporting capability based on SQL.

6.2 SQL Queries

The System shall have the capability to allow for native SQL queries on the System database.

6.3 System Reports:

The System shall provide the following capabilities for standard reports:

- On-line report request for non-scheduled reports
- On-line report viewing
- Automatic paging, page numbering, dating, and printing of headings
- Reports download to external applications (e.g., MS Excel, MS Word).

7.0 INTERFACES:

The System Application Software components are required to interface with several existing and proposed DPH systems, as well as to external systems, that include, but are not limited to, the following: the SNS-IMS inventory system, the Emergency Management Information System (EMIS), and the COUNTY PHIN systems architecture. The CONTRACTOR shall in conjunction with the other partners and/or system vendors develop the processing logic necessary for the System to interface with the COUNTY PHIN systems architecture and relevant

external systems as described in the Statement of Work, Exhibit A.

The COUNTY shall review and approve all Interface Specifications, as well as, Test results of any Interface Software in accordance with acceptance testing plans and procedures set forth by COUNTY. CONTRACTOR shall participate in meetings with COUNTY that are deemed necessary. The CONTRACTOR shall provide Interfaces in compliance with HIPAA and other regulatory requirements.

7.1 COUNTY Interface(s):

CONTRACTOR shall provide the necessary System component specifications including, but not limited, to Hardware and Software necessary to interface with each external system.

8.0 **SECURITY:**

The amount of security in an on-line, real-time System environment is dependent upon the sensitivity of data, reliability of the user, and the complexity of the system. Data security consists of control measures (e.g., passwords), database integrity (i.e., the ability to track how changes have been made), and physical security (e.g., protection from fire, flood).

8.1 System Security Control:

- 8.1.1 The CONTRACTOR shall provide the System with security measures and capabilities to prevent access by unauthorized personnel.
- 8.1.2 The CONTRACTOR shall assist the County's Project Manager in developing System security procedures to prevent unwarranted access to the System Software and data.
- 8.1.3 The System shall require both a sign-on identification and password for access consistent with the PHIN systems infrastructure. The password shall expire as defined by the System Administrator. The System shall provide a capability for users to change their individual password.
- 8.1.4 The System shall have multiple levels of access based on roles. It shall allow access only to the level that the person is authorized to perform within an assigned System security level.
- 8.1.5 The System shall declare a log-on unsuccessful after three (3) successive attempts with an incorrect sign-on identification or password. The number of successive attempts parameter shall be a feature of the System that can be modified only by an authorized COUNTY System Administrator.
- 8.1.6 The System shall provide an exception report of all unsuccessful attempts to log on or attempts to make unauthorized changes.

8.2 Database/file Integrity:

- 8.2.1 The CONTRACTOR shall provide an audit trail system to determine

the origin of changes to the database/files. The audit trail shall be maintained on all changes made to the System database/files.

- 8.2.2 When a change is made, the System shall log both the original entry and the updated entry identifying the source of the change (e.g., sign-on I.D., terminal I.D., job I.D., etc.). The audit trail shall also include, but is not limited to: date, time, old record and new record and shall adhere to regulatory guidelines such as HIPAA.

HLN/Exhibit C/Additional Technical Requirements/Rev 7-31-06

SCHEDULE OF DELIVERABLES AND PAYMENTS HLN Consulting, LLC PART I: LOS ANGELES IMMUNIZATION NETWORK (LINK) SOFTWARE ENHANCEMENTS		
DELIVERABLE	TIMELINE (From Contract Date)	BUDGET
Task 1: Implement and Deliver LINK-BT Version 3.3 (Support for Microsoft 2003 Server Migration and IIS Upgrade)		
1.0: Migration Plan	Month 2	\$9,000
1.1: Production-Ready Release - Migration a. Beta-Release b. Beta-Release Notes c. Production-Ready Release d. Production Release Notes and Technical Documentation	Month 3	\$16,000
Task 2: Implement and Deliver LINK-BT Version 3.4 (Security Hardening)		
2.0: Security Hardening Software Design Document a. Draft Software Design Document b. Final Software Design Document	Month 2	\$30,000
2.1: Production-Ready Release – Security Hardening a. Beta-Release b. Beta-Release Notes c. Production-Ready Release d. Production Release Notes and Technical Documentation	Month 5	\$82,000
Subtotal of Page 1: \$137,000		

Task 3: Implement and Deliver LINK-BT Version 3.5 (CRA Enhancements)		
3.0: Software Design Document for Smallpox, Anthrax, Plague, and Pandemic Flu Enhancements	Month 5	\$14,000
3.1: Production-Ready Release—CRA Enhancements <ul style="list-style-type: none"> a. Beta-Release b. Beta-Release Notes c. Production-Ready Release d. Production Release Notes and Technical Documentation 	Month 8	\$37,000
Task 4: Implement and Deliver LINK-BT Version 3.6 (Usability Improvements)		
4.0: Software Design Document for Usability Improvement <ul style="list-style-type: none"> a. Draft Software Design Document b. Final Software Design Document 	Month 6	\$13,000
4.1: Production-Ready Release – Usability Improvements <ul style="list-style-type: none"> a. Beta Release b. Beta Release Notes c. Production-Ready Release d. Production Release Notes and Technical Documentation 	Month 11	\$37,000
Subtotal:		\$101,000
Task 5: Operations and Implementation Support Services		
Routine off-site support (actual time billed)	Ongoing throughout project period	Up to a Maximum of \$72,675
Critical off-site support (actual time billed)	Ongoing throughout project period	
On-site support (actual time billed)	Ongoing throughout project period	
Subtotal of Page 2:		\$173,675
Part I - LINK Total:		\$310,675

The total cost of these services and expenses in Part I shall not exceed **\$310,675**.

All deliverables listed in Tasks 1-4 are fixed prices. Task 5 activities shall be provided on a fee-for-service basis until the line item budget of \$77,675 in pooled hours is expended.

Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by Contractor monthly during months when these services are rendered. Travel expenses will be reimbursed at cost against these pooled hours and will not to exceed County reimbursement rates. The rate billed for off- and on-site support charges will depend on the Contractor's resources involved, based on the following project team labor classification, respective hourly rate and event categories:

Project Team Classification	Hourly Rate
Project Manager	\$163.51
Project Specialist III	\$147.16
Project Specialist II	\$132.99
Programmer Analyst III	\$136.26
Programmer Analyst II	\$119.91
Systems Programmer	\$119.91
Software Tester	\$ 75.00

Exhibit B
Rev: 7/25/06

PART II: STRATEGIC NATIONAL STOCKPILE

DELIVERABLE	TIMELINE (From Contract Date)	BUDGET
Task 6: Project Management and Planning Services		
6.0: Provide Project Management Services <ul style="list-style-type: none"> ▪ Monthly status reports ▪ Maintain Project website ▪ Establish / Maintain SNS-IS project work plan 	Months 1-12 (\$4,875/month)	\$58,500
Task 7: RSS Warehouse Operations Planning		
7.0: RSS Warehouse Operations Plan Annex	Month 6	\$25,000
7.1: SNS-IS Inventory System Operations Guide	Month 12	\$43,200
7.2: SNS-IS Warehouse and POD Inventory Tracking Offline Procedures	Month 12	\$21,600
Subtotal:		\$148,300
Task 8: Incorporation of Acquired Inventory System into County PHIN Environment		
8.0: Assist with Incorporation of Acquired Inventory System into County PHIN Environment (Actual time billed) <ul style="list-style-type: none"> ▪ Assist with adherence to functional requirements ▪ Assist with System Testing and Validation 	Ongoing throughout project period	Hourly Services up to a maximum of \$70,000
Task 9: Assessment of County Countermeasure Response Administration Needs		
9.0: Assess County Countermeasure Response Administration Needs	Month 5	\$17,500
Subtotal of Page 4:		\$235,800

Task 10: LINK-BT Integration and Implementation of Interfaces between SNS-IS and County PHIN infrastructure		
10.0: Integration of LINK-BT into County PHIN User Authentication	Month 3	\$10,000
10.1: LINK-BT Message Generation and Authentication Release	Month 6	\$14,280
10.2: County PHIN Inbound/Outbound Message Processing Design Specifications	Month 3	\$19,810
10.3: County PHIN Inbound/Outbound Message Processing Implementation Release	Month 6	\$34,518
10.4: Integration Testing/Configuration and Production Deployment	Month 9	\$20,000
Subtotal:		\$ 98,608
Task 11: SNS-IS Facility Profile Application to Create/Maintain POD Planning Data		
11.0: Application Screen Wireframe and Prototype	Month 2	\$16,610
11.1: Image Association Utility Component	Month 5	\$59,881
11.2: Fully Functional Data Entry Application	Month 7	\$77,924
11.3: Canned Reports Component and Ad Hoc Query Capability Component	Month 8	\$19,919
11.4: System "Train the Trainer" Training Sessions	Month 9	\$2,128
11.5: Production Deployment	Month 10	\$8,145
Subtotal of Page 5:		\$283,215

Task 12: SNS-IS Matching Module		
12.0: Matching Module Production-Ready Release		
a. Production-Ready Release	Month 9	\$99,800
b. Production Release Notes and Technical Documentation		
12.1: Matching Module Accuracy Optimization and Customization for LINK-BT	Month 11	\$20,000
12.2: Post-Installation Knowledge Transfer and Deployment	Month 12	\$12,120
Task 13: SNS-IS Deployment Support		
13.0: Provide SNS-IS Deployment Support Services	Ongoing throughout project period	Hourly Services up to a maximum of \$14,000 pool hours
Subtotal of Page 6: \$145,920		
SNS (Part II) Subtotal: \$664,935		
LINK-BT (Part I) Subtotal: \$310,675		
Total: \$975,610		

The total cost of these services and expenses in Part II shall not exceed **\$664,935**.

Tasks 8 and 13 will be provided on a fee-for-service basis until the line item budgets of \$70,000 and \$14,000, respectively, are expended. Refer to Page 3 of Schedule for Contractor's Project Team and hourly rates.

Revised 7-07-06

Change Notice # (number sequentially, e.g. HLN-1):

HLN Consulting, LLC

Date Requested:

Requested by:

Title:

Priority

☐ New Functionality

☐ Functional Change

☐ 1 - Critical

2 - High

☐ 3 - Medium

☐ 4 - Low

Description of Change(s):

Recommended Solution:

Rate:

Amount:

Total Estimated Cost:

I hereby authorize HLN Consulting, LLC, to proceed as outlined in this Change Notice. I have read and agree with the estimation of time and cost for these changes. Additionally, I certify that this change(s) does not affect the scope of work, payments, or any term or condition included in contract.

County Project Director:

David Cardenas, MPH

Date: / /

HLN Project Director:

Noam H. Arzt, PhD

Date: / /

**SCHEDULE OF SYSTEM SUPPORT
HLN CONSULTING, LLC**

**DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT
SYSTEM AND ENHANCEMENTS TO THE LOS ANGELES IMMUNIZATION NETWORK
(LINK) IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE
August 30, 2006 – August 29, 2007**

1.0 GENERAL SYSTEM SUPPORT PROCEDURES:

The CONTRACTOR shall be responsible for System support, as needed by COUNTY. Any changes to the System are subject to the initiation of a Project Control Document, as well as being documented in the Monthly Project Status Reports or any other applicable report(s). The CONTRACTOR shall provide the necessary Documentation and procedures (i.e., organizational chart, escalation procedures, etc.). In addition, and at the request of the County's Project Manager, the CONTRACTOR shall reasonably assist COUNTY in discussion(s) with other vendors in resolving problems, developing Interface(s), planning, etc, at no additional cost other than that specified in Exhibit A – SOW and Exhibit B – Schedule of Payments.

1.1. Change Control Procedures:

The CONTRACTOR shall implement change control procedures. The procedures shall include, but not be limited to:

- Request format
- Reporting and tracking of discrepancy reports
- Numbering versions and maintaining version control
- Cost justification
- Method of submission
- Change control log
- Prioritizing requests

1.2. Code Management Procedures:

The CONTRACTOR shall implement code management procedures, subject to County Project Manager's approval, or use existing COUNTY standards. The CONTRACTOR shall provide for the update of the System, as new versions of the Contractor's programs are released. The procedures shall include, but not be limited to:

- Programming, testing, and Documentation controls, (e.g., naming conventions, programming structures, unit testing)
- Updating Existing System Documentation
- Means of backing out and maintaining protected copies
- Means of restoring previous versions of software modules of the System Software versions.

1.3. Release Management Procedures:

The CONTRACTOR shall implement release management procedures to ensure

stability of the System components. The procedures shall include, but not be limited to:

- Prioritizing and grouping change requests
- Regression testing (System, integration, and User Acceptance)
- Plan for production implementation
- Updates to the User Manuals as features are added or modified

1.4. Software Distribution Procedures:

The CONTRACTOR shall implement software distribution procedures to modify/upgrade the System Software. The CONTRACTOR shall provide a method where the software is loaded and/or migrated to the Non-Production and Production environments in a methodological manner. The procedures shall include, but not limited to, the following:

- Use of standard documented distribution methods
- Version control
- Use of the server(s) as the distribution point for the software

1.5. Other Professional Services - Regulatory Requirements Programming Modifications:

The COUNTY may require modifications to the System Application to meet the Regulatory Requirements (e.g., State of California, Federal government, CDC PHIN CRA, Pandemic Influenza requirements, etc.).

At request of COUNTY Project Manager, CONTRACTOR shall provide Regulatory Requirements Programming Modifications as necessary to meet the mandate(s) and the associated deadline(s). The COUNTY requires that all Regulatory Programming Modifications be made in compliance with COUNTY-approved software development procedures at costs Payments. This includes, but is not limited to, design specifications, design reviews, coding walk-through, unit testing, integration testing, and System regression testing utilizing developed test scripts/specifications, User manual updates, and training manual updates.

Each Regulatory Requirements Programming Modification shall be provided to the COUNTY in accordance with Exhibit A – SOW, Exhibit B – Schedule of Deliverables and Payments, and Exhibit C – Schedule of System Support and Professional Services.

1.6. Help Desk and System Support:

The CONTRACTOR shall provide and perform technical support services for the System through the Contractor's Help Desk. The CONTRACTOR shall provide Help Desk instructions/procedures for accessing technical support and services upon the first day of System Production use, in accordance with Exhibit C – Schedule of System Support and Professional Services.

1.6.1. The CONTRACTOR shall provide on-site support as requested by the COUNTY in its sole judgment.

1.6.2. The CONTRACTOR shall maintain an automated Problem Log, which shall be reviewed on a monthly basis for follow-up on unresolved

problems. The problem log shall include, but not limited to, the following:

- Problem Number
- Problem Description
- Date
- Problem Location/Caller Name
- Problem Status
- Priority Ranking
- Assigned To
- Resolution (in detail)

1.6.3. The CONTRACTOR shall provide escalation procedures, including organizational charts, to address extended and unresolved problems to the COUNTY Project Manager. Notification and emergency procedures shall be established in the event of System failure. The escalation procedures will require approval of the COUNTY Project Manager. The escalation procedures shall include, but not limited to, the following:

- Conditions warranting additional help in resolving a problem
- Time durations between escalating to next level of support
- A hierarchical diagram showing various levels of response
- The names and titles, telephone numbers, and pager numbers of the Contractor staff and management personnel responsible for response at the various levels of support.

2.0 LINK-BT OPERATIONS AND IMPLEMENTATION SUPPORT SERVICES

Contractor shall provide operations and implementation support in accordance with the tasks and deliverables indicated in Exhibit A. Contractor shall maintain and provide electronic documentation of all County Help Desk support requests in accordance with the General System Support Procedures section of this Exhibit and provide a monthly invoice to be approved by County in accordance with Exhibit B.

Routine Off-site support

Contractor shall provide email and/or phone-based support to County to ensure a smooth transition to upgraded versions of LINK BT Software. In addition, Contractor shall provide ongoing operations support, where necessary, to support high availability of the Software and LINK. Help Desk support will support general questions and troubleshooting issues including, but not limited to, software installation, data conversion, and operations (e.g., importing data, printing reports, conducting custom queries).

Help Desk acknowledgment by Contractor will be provided within one business day for routine requests from County submitted during normal hours of operation (Monday through Friday, 9:00 am – 5:00 pm PST), with best effort during other times. Problem resolution will be provided within 10 business days.

Critical Off-site support

Contractor shall provide email and/or phone-based support to assist County in dealing with any unexpected problems that immediately impact the functioning of the software (i.e., user's ability to enter or retrieve needed information).

Contractor shall provide support within two hours of a critical request submitted by County, in accordance with established communication procedures.

Critical On-site support

Contractor shall provide on-site support to assist County in dealing with any critical problems that cannot be resolved through phone/email communications. Contractor shall also provide on-site support, on an as-needed basis, to assist with unanticipated occurrences such as a disaster or bioterrorism event.

Contractor shall provide two two-day onsite support visits to County (airfare, hotel accommodations, and meals are included in budget for this purpose).

Support Task Organization

- Help Desk support shall be coordinated by a Project Specialist designated by Contractor who, along with the Project Manager, shall be responsible for issue tracking and customer communications.
- Issues which cannot be resolved with less than 10 hours of support effort will be discussed between Contractor and County Project Managers so that a mutually agreeable plan of action can be developed.
- Issues relating to implementation strategies, data structures, application features, custom queries, and system documentation will be resolved by the Contractor's Project Manager, with possible involvement of a Programmer/Analyst.
- Issues relating to vaccination algorithms and CASA extracts will be resolved by Contractor's Project Specialist, with possible involvement of a Programmer/Analyst.
- Issues relating to installation problems or application browser errors will be resolved by Contractor's Programmer/Analyst.
- Issues relating to networking or security will be resolved by a Systems Programmer designated by Contractor.
- Software changes will be tested by a Project Specialist and/or a Software Tester designated by Contractor.

3.0 INVENTORY SYSTEM INCORPORATION AND TESTING / VALIDATION SUPPORT SERVICES

Contractor shall provide technical consulting services and testing and validation assistance to County in accordance with the tasks and deliverables indicated in Exhibit A. Contractor shall maintain and provide electronic documentation of all assistance requests and provide a monthly invoice to be approved by County in accordance with Exhibit B.

To the degree requested by County's Project Manager, Contractor shall educate and collaborate with the SNS-IMS vendor to help ensure adherence to established Requirements, as well as, test and validate the features to ensure compliance with RSS Warehouse operations and its communication of inventory information with the PODs.

Furthermore, Contractor shall collaborate with County and the SNS-IMS product vendor to determine the features that must be modified or added to the SNS-IMS for compliance with *all* of the SNS-IMS requirements. Contractor shall also work with County and SNS-IMS vendor to ensure the correct implementation of changes requested by County and coordination of training with system deployment

On-Site / Off-site support

Contractor shall provide on-site assistance to County to ensure integration of upgraded versions of third-party SNS-IMS inventory system software into County infrastructure. Contractor shall provide on-site testing and validation assistance. Contractor's Project Manager shall work with County Project Manager to determine if testing and validation support can be provided off-site. Contractor shall provide reports of all defects to County in accordance with Exhibit A.

4.0 SNS-RELATED IMPLEMENTATION AND DEPLOYMENT SUPPORT SERVICES

Contractor shall provide technical support services to County for SNS-IMS, interfaces, facility profile application, and person matching module in accordance with the tasks and deliverables indicated in Exhibit A. Contractor shall maintain and provide electronic documentation of all assistance requests and provide a monthly invoice to be approved by County in accordance with Exhibit B.

On-Site / Off-site support

Contractor shall provide on-site assistance to County to determine appropriate network and hardware configurations to support the SNS-IMS at designated locations. Contractor Project Manager shall work with County Project Manager to determine level of support needed on-site versus off-site in order to ensure "readiness" of LINK-BT and high availability of the inventory system. Contractor shall provide documentation of analyses and recommendations to County in accordance with Exhibit A.

**PROJECT SCHEDULE
HLN CONSULTING, LLC**

**DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT
SYSTEM AND
ENHANCEMENTS TO THE LOS ANGELES-ORANGE IMMUNIZATION NETWORK
(LINK)
IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE
Board Approval – August 30, 2007**

The following project schedule defines the high-level steps and timetable that are planned for the completion of the deliverables identified in this Scope of Work. HLN will complete all tasks within the time allotted. LAC DHS is required to complete review of sub-deliverables in a timely fashion to ensure that the schedule can be adhered.

The bold-faced items in the project schedule below refer to the high-level tasks defined in the Statement of Work in Exhibit A. The italicized items correspond to the official deliverables for these tasks. Furthermore, where necessary, the schedule specifies additional activities and prerequisites for completing the deliverables.

Task Name	Start	End
Task 1 – Implement and Deliver LINK-BT Version 3.3 (Microsoft 2003 Server Migration and IIS Upgrade)	Month 1	Month 3
<i>1.0 Migration Plan</i>	<i>Month 1</i>	<i>Month 2</i>
<i>1.1 Production-Ready Release</i>	<i>Month 2</i>	<i>Month 3</i>
<i>Beta Release</i>	<i>Month 2</i>	<i>Month 2</i>
<i>Beta Release Notes</i>	<i>Month 2</i>	<i>Month 2</i>
<i>Production Release Notes and Technical Documentation</i>	<i>Month 2</i>	<i>Month 3</i>
Task 2 – Implement and Deliver LINK-BT Version 3.4 (Security Hardening)	Month 2	Month 5
<i>2.0: Software Design Document</i>	<i>Month 2</i>	<i>Month 2</i>
<i>Draft Software Design Document</i>	<i>Month 2</i>	<i>Month 2</i>
<i>Final Software Design Document</i>	<i>Month 2</i>	<i>Month 2</i>
<i>2.1: Production-Ready Release</i>	<i>Month 3</i>	<i>Month 5</i>
<i>Beta Release</i>	<i>Month 3</i>	<i>Month 4</i>
<i>Beta Release Notes</i>	<i>Month 3</i>	<i>Month 4</i>
<i>Production Release Notes and Technical Documentation</i>	<i>Month 5</i>	<i>Month 5</i>
Task 3 –Implement and Deliver LINK-BT Version 3.5 (CRA Enhancements)	Month 5	Month 8
<i>3.0: Software Design Document</i>	<i>Month 5</i>	<i>Month 5</i>
<i>3.1: Production-Ready Release</i>	<i>Month 6</i>	<i>Month 8</i>
<i>Beta Release</i>	<i>Month 6</i>	<i>Month 7</i>
<i>Beta Release Notes</i>	<i>Month 7</i>	<i>Month 7</i>
<i>Functional Testing (County)</i>	<i>Month 7</i>	<i>Month 8</i>
<i>Production Release Notes and Technical Documentation</i>	<i>Month 8</i>	<i>Month 8</i>

Task Name	Start	End
Task 4 – Implement and Deliver LINK-BT Version 3.6 (Usability Improvements)	Month 6	Month 11
4.0: Software Design Document	Month 6	Month 6
<i>Draft Software Design Document</i>	<i>Month 6</i>	<i>Month 6</i>
<i>Final Software Design Document</i>	<i>Month 6</i>	<i>Month 6</i>
4.1: Production-Ready Release	Month 7	Month 11
<i>Beta Release</i>	<i>Month 7</i>	<i>Month 9</i>
<i>Beta Release Notes</i>	<i>Month 9</i>	<i>Month 9</i>
<i>Functional Testing (County)</i>	<i>Month 10</i>	<i>Month 10</i>
<i>Production Release Notes and Technical Documentation</i>	<i>Month 10</i>	<i>Month 11</i>
Task 5 – Operations and Implementation Support	Month 1	Month 12
Task 6 - Project Management and Planning Services	Month 1	Month 12
<i>Monthly Status Reports / Project Website / Project Plan Maintenance</i>	<i>Month 1</i>	<i>Month 12</i>
Task 7 - RSS Warehouse Operations Planning	Week 1	Week 50
7.0: RSS Warehouse Operational Annex	Month 1	Month 6
<i>Stakeholder Identification / Interviews</i>	<i>Month 1</i>	<i>Month 3</i>
<i>RSS Warehouse Operational Annex (Iterative) Drafts</i>	<i>Month 3</i>	<i>Month 6</i>
7.1: SNS-IS Inventory System Operations Guide	Month 9	Month 12
<i>Stakeholder Identification / Interviews</i>	<i>Month 9</i>	<i>Month 10</i>
<i>SNS-IS Inventory System Operations Guide (Iterative) Drafts</i>	<i>Month 9</i>	<i>Month 12</i>
7.2: SNS-IS Warehouse and POD Inventory Tracking Offline Procedures	Month 8	Month 12
<i>Stakeholder Identification / Interviews</i>	<i>Month 8</i>	<i>Month 9</i>
<i>SNS-IS Warehouse and POD Offline Procedures (Iterative) Drafts</i>	<i>Month 9</i>	<i>Month 12</i>
Task 8 - Incorporation of Acquired Inventory System into County PHIN Environment	Month 1	Month 12
<i>Assist with adherence to functional requirements</i>	<i>Month 1</i>	<i>Month 12</i>
<i>Assist with System Testing and Validation</i>	<i>Month 1</i>	<i>Month 12</i>
Task 9 - Assessment of LAC Countermeasure Response Administration Needs	Month 1	Month 5
9.0 : Assess County Countermeasure / Response Administration Needs	Month 1	Month 5
<i>Stakeholder Identification / Interviews</i>	<i>Month 1</i>	<i>Month 3</i>
<i>LAC Countermeasure Respond Administration Recommendation (Iterative) Drafts</i>	<i>Month 4</i>	<i>Month 5</i>
<i>LAC Countermeasure Response Administration Recommendation (Final)</i>	<i>Month 5</i>	<i>Month 5</i>
Task 10 - LINK-BT Integration and Implementation of Interfaces between SNS-IS and County PHIN infrastructure	Month 1	Month 9
10.0: Integration of LINK-BT into County PHIN User Authentication	Month 1	Month 3
10.1: LINK-BT Message Generation and Authentication Release	Month 1	Month 6
10.2: County PHIN Inbound/Outbound Message Processing Design Specifications	Month 1	Month 3
<i>Interview LAC-PHIN vendors / ODS, Staging Area Design Reviews</i>	<i>Month 1</i>	<i>Month 2</i>
<i>Iterative Design Specification Drafts</i>	<i>Month 2</i>	<i>Month 3</i>

Task Name	Start	End
<i>Final Design Specification</i>	Month 3	Month 3
10.3: County PHIN Inbound/Outbound Message Processing Implementation Release	Month 3	Month 6
10.4: Integration Testing/Configuration and Production Deployment	Month 6	Month 9
Task 11: SNS-IS Facility Profile Application to Create/Maintain POD Planning Data	Month 1	Month 10
<i>Refine Requirements</i>	Month 1	Month 1
<i>Database Design / Architecture Framework</i>	Month 1	Month 2
11.0: Application Screen Wireframe and Prototype	Month 1	Month 2
<i>Wireframe</i>	Month 1	Month 1
<i>Prototype</i>	Month 2	Month 2
11.1: Image Association Utility Component	Month 1	Month 5
<i>Design Specifications</i>	Month 1	Month 3
<i>Beta Release</i>	Month 2	Month 4
<i>Functional Testing (County)</i>	Month 4	Month 4
<i>Production-capable Release</i>	Month 5	Month 5
11.2: Fully Functional Data Entry Application	Month 1	Month 7
<i>Design Specifications</i>	Month 1	Month 3
<i>Beta Release</i>	Month 3	Month 5
<i>Functional Testing (County)</i>	Month 5	Month 6
<i>Production-capable Release</i>	Month 6	Month 7
11.3: Canned Reports Component and Ad Hoc Query Capability Component	Month 5	Month 8
<i>Specifications</i>	Month 5	Month 5
<i>Beta Release</i>	Month 5	Month 6
<i>Functional Testing (County)</i>	Month 7	Month 7
<i>Production-capable Release</i>	Month 7	Month 8
11.4: System "Train the Trainer" Training Sessions	Month 9	Month 9
11.5: Production Deploymen	Month 2	Month 10
Task 12 - SNS-IS Matching Module	Month 1	Month 12
12.0: Matching Module Production-Ready Release	Month 1	Month 9
<i>Confirmation of Requirements</i>	Month 1	Month 1
<i>Technical Design</i>	Month 1	Month 3
<i>Matching Module Beta Release</i>	Month 4	Month 7
<i>Functional Testing (County)</i>	Month 7	Month 8
12.1: Matching Module Accuracy Optimization and Customization for LINK-BT	Month 9	Month 11
12.2: Post-Installation Knowledge Transfer and Deployment	Month 9	Month 12
Task 13: SNS-IS Deployment Support	Month 1	Month 12
13.0: Provide SNS-IS Deployment Support Services	Month 1	Month 12

CONTRACT FOR
_____ SERVICES

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
_____ **SERVICES**

**NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)

Department of the Treasury
 Internal Revenue Service
Notice 1015
 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

SAFELY SURRENDERED BABY LAW

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | |
|---|-----|----|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| 2. The Contractor periodically conducts a self analysis or utilization of its work force. | YES | NO |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES | NO |

Name and title of signer (please print or type)

Signature

Date

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
OF 1996**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

EXHIBIT I

- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

EXHIBIT I

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525

Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information

EXHIBIT I

disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

EXHIBIT I

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT J

CERTAIN SUBCONTRACT PROVISIONS

Paragraph references are to paragraphs of the body of this Agreement:

Paragraph 6 - Non-Exclusivity
Paragraph 24 - Independent Contractor Status
Paragraph 26 - Records and Audits
Paragraph 28 - Federal Access to Records
Paragraph 31 - Compliance with Applicable Law
Paragraph 32 - Fair Labor Standards Act
Paragraph 33 - Nondiscrimination and Affirmative Action and Compliance with Civil Rights Laws
Paragraph 34 - Employee Eligibility Verification
Paragraph 36 - Governing Law, Jurisdiction and Venue
Paragraph 43 - Conflict of Interest
Paragraph 44 - Authorization Warranty
Paragraph 45 - Unlawful Solicitation
Paragraph 46 - Confidentiality
Paragraph 49 - Consideration of Hiring GAIN/GROW Program Participants
Damage to County Buildings, Facilities, or Grounds
Paragraph 53 - Contractor's Warranty of Adherence to County's Child Support Compliance Program
Paragraph 57 - Licenses Permits, Registrations, Accreditations, and Certificates
Paragraph 60 - Contractor's Exclusion from Participation in a Federally Funded Program
Paragraph 61 - Notice to Employees Regarding the Federal Earned Income Credit
Paragraph 64 - Contractor's Obligations and a Business Associate Under the Health Insurance Portability and Accountability Act of 1996
Paragraph 66 - Purchasing Recycled-Content Bond Paper
Paragraph 63 - Contractor's Responsibility and Debarment
Paragraph 67 - Compliance with Jury Service Program
Paragraph 69 - Safely Surrendered Baby Law
Paragraph 71 - Budget Reductions